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VOL. XXXIII., No. 37.

The Solicitors' Journal and Reporter.

LONDON, JULY 13, 1889.

CURRENT TOPICS.

IT IS ANTICIPATED that the three Lords Justices will continue to try actions without a jury in the Queen's Bench Division during the coming week.

THERE ARE only about twenty final appeals for hearing by Court of Appeal No. 2 of those which appeared in the printed list at the commencement of the present sittings, and very few Chancery appeals have been set down since that date. It seems probable that the court will leave little work undisposed of at the end of the present sittings.

WHY SHOULD NOT some member of Court of Appeal No. 1 hear some of the accumulated witness actions in the lists of one or more of the judges of the Chancery Division? A little arrangement would obviate the difficulty arising from the employment of leaders who might otherwise be required to attend in two courts, and the delay in hearing is quite as great as in the Queen's Bench Division.

WE REFERRED last week to the question of service of writs upon foreigners resident out of the jurisdiction who carry on business in England, and pointed out the distinction that had been taken between corporations and private partnerships. The Court of Appeal has now given judgment in *Russell v. Cambefort & Co.*, and, overruling *O'Neil v. Clason* (46 L. J. Q. B. 191), which was decided in 1877, has set aside service at their office in London on a partnership at Lyons. The decision appears to be correct, as the construction which must be put, according to the earlier case, on R. S. C., ord. 9, rr. 6 and 7, is really an infringement of the provisions of order 11 as to service out of the jurisdiction; moreover, the special ground on which the cases as to corporations have been decided—viz., that a corporation can be domiciled in more countries than one, and must be taken to reside at each of its principal places of business, is, of course, not applicable to partnerships. In future, therefore, a foreign partnership trading here can only be sued in our courts in the cases mentioned in order 11, and then only by leave of a judge. It is to be noticed that the list does not include actions of tort, and apparently if any tortious act causing damage is done by a servant of the partnership in England, redress can only be obtained abroad.

THE LORD CHANCELLOR'S Public Trustee Bill has, at all events, at the first glance, the merit of brevity. It contains only eleven clauses, while Mr. HOWARD VINCENT'S Bill with the like title extends to forty-two clauses. The secret of this brevity is, however, to be found in the fact that, as in the Land Transfer Bill, a large part of the legislation necessary is to be accomplished by rules. Thus the provision of the Bill as to the functions, powers, and liabilities of the public trustee is expressly made subject to the rules to be made under the Act; the class of trusts which he is to accept, and the probate or letters of administration to be granted to him, are to be regulated by an order to be made by the Lord Chancellor, "with the concurrence of the Treasury"; the circumstances under which the

Consolidated Fund is to make good the frauds committed by the public trustee or persons employed by him are to be "specified in rules under this Act"; the fees are to be fixed by the Treasury, "with the sanction of the Lord Chancellor." And, lastly, by a sweeping clause (8) the Lord Chancellor, "with the approval of the Treasury," is empowered to "make, revoke, and alter rules for regulating the office of the public trustee and carrying this Act into effect," and in particular with regard to six specified matters, which judiciously include certain matters with regard to which opposition is most likely to occur. We really think it is time that a protest was entered against this system of legislative blank cheques. In course of time we shall have Bills consisting merely of the following clauses:—

1. The tenure and conveyance of land throughout England and Wales shall be altered.
2. The Lord Chancellor, with the approval of the Treasury, may from time to time make, revoke, and alter rules for carrying this Act into effect.
3. In this Act the expression "the Lord Chancellor" means the Lord High Chancellor of Great Britain for the time being, provided he shall have been previously to his appointment a member of the common law bar, but if he shall have any practical acquaintance with the subject-matter of this Bill, then the said rules shall be made by the Treasury alone.

THE PRESENT BILL sets out by the declaration that "There shall be established the office of public trustee," and then, in verbiage extending over four lines, constitutes him a corporation sole. Next it is solemnly provided that he may act solely or jointly "in any capacity to which he may be appointed in pursuance of this Act." The absolute necessity for providing that a person appointed in pursuance of a statute to act, really may act, will be obvious to the meanest capacity. Having accomplished this, the Bill next proceeds to prescribe the powers, duties, and liabilities of the public trustee. He is to have "all the same . . . liabilities" as a private trustee, except that he is *not* to have the same liabilities as a private trustee. For where the trust property is "of such a nature as to involve, irrespectively of the terms of the trust, the payment of any rent call [no comma between these words] or debt, or the discharge of any other liability, the public trustee shall not be liable therefor except so far as the trust property is available to meet the same." With regard to any "rent call" or liability, therefore, "irrespective of the terms of the trust," it is intended that the public trustee shall be able to sleep in peace. It appears to us, however, that if the Bill is passed in its present form he may be haunted with a fear that the question of what is a "rent call" or liability irrespectively of the terms of the trust, may not be free from doubt. We have next prescribed the nature of the instruments of which the public trustee may be appointed trustee. He "may be appointed to be trustee of any English will or marriage or other family settlement, or of any trust" authorized by order, either as an original or as a new trustee, "with this addition, that though the trustees originally appointed were two or more, the public trustee may be appointed sole trustee." Observe, he may only be appointed trustee of a will; it is nowhere said that a testator may appoint him executor of the will. But, nevertheless, by sub-clause 2, it is provided that the court may be authorized by order to grant probate or letters of administration to the public trustee. This is very bewildering; if we might venture a conjecture, it would be that the appointment of an executor by a testator is only to be set aside in cases where, before the order is made, it has been carefully ascertained that there is no "rent call" or other liability likely to disturb the serenity of the public trustee. Subsequent clauses enable the Treasury, with the concurrence of the Lord Chancellor, to appoint a fit person to the office of public trustee at the salary assigned by the Treasury; and enable the public trustee to employ "such officers and persons" as, subject to the sanction of the Treasury, he may "find necessary," and there are divers supplemental provisions. But the point we desire to bring into prominence is that, under clause 8, the question "whether and in what circumstances the public trustee may employ a solicitor or banker other than the solicitor or banker employed by any co-trustee or other persons interested in the trust" is expressly left to be decided by rules to be made by the Lord Chancellor with the approval of the Treasury. This is not a matter as to which the profession should

be left in ignorance, and we hope that the Council of the Incorporated Law Society will concert measures with the Bankers' Association for procuring the insertion in the Bill of a satisfactory provision with regard to this matter.

A SUITOR who seeks to recover, in a summary manner, a debt or liquidated demand not exceeding £50, will, it is believed, in most cases, find it more convenient and expeditious to issue a specially-indorsed writ in the High Court than to have recourse to a default summons in the county court. For, if he avail himself of the former mode of procedure, he obliges the defendant, should he desire to obtain leave to defend, to establish, in the first instance, by affidavit that he *has* a defence on the merits; while the cost of issuing the writ, however large the sum indorsed thereon may be, never exceeds the sum of five shillings. Moreover, a plaintiff who proceeds in the way just indicated, runs comparatively little risk of being deprived of High Court costs; for it has recently been held that he is entitled to such costs whenever he recovers more than £20, though less than £50, by judgment under order 14: *Barker v. Hempstead* (ante, pp. 440, 448). On the other hand, should the plaintiff elect to proceed by way of default summons, though he himself is required, in the first instance, to verify his demand by affidavit, the defendant, whether he have any real defence or not, may, by giving notice within the prescribed time of his intention to defend, effectually postpone the payment of what he really owes, until after the trial has taken place in the ordinary way; for it is only where the defendant has neglected to give notice of defence within eight days after service of the default summons upon him that he is placed under an obligation to file an affidavit disclosing a defence upon the merits (County Courts Act, 1888, s. 86). Again, the cost of issuing a default summons must often largely exceed that of issuing a writ in the High Court, as the fees payable in the county court amount to one shilling in every pound claimed by the plaintiff. It is, moreover, to be noticed that a default summons for less than £5 will be issued *without leave* only in cases where the action "is for the price, value, or hire of goods which, or some part of which, were sold and delivered or let on hire to the defendant, to be used or dealt with in the way of his trade, profession, or calling" (County Courts Act, 1888, s. 86 (3)). Having regard to the extreme importance of securing the speedy settlement of just debts by unwilling debtors, it is matter for regret that the mode of procedure by default summons has not been brought more into conformity with that by specially-indorsed writ and judgment under order 14 which prevails in the High Court. An unscrupulous defendant who desires to withhold for as long a time as possible the payment of a just debt, though he will generally readily give notice of defence, will, it is believed, as a rule, hesitate to commit perjury by deposing to an affidavit stating that he has a good defence upon the merits. It is, indeed, quite true that county court judges are "intrusted with the power of visiting a defendant who vexatiously gives notice of defence where there is, in truth, no defence, with costs, and of shewing, moreover, but little indulgence as to the time for payment" (see *Pitt-Lewis's County Court Practice*, 3rd ed., vol. 1, p. 350). But in most cases a defendant, being totally unaware of the existence of this judicial power over the costs, is wholly uninfluenced thereby when considering whether or not he should, upon being served with a default summons, give notice of defence when no meritorious grounds really exist. It is matter of common knowledge that persons whose affairs are embarrassed will generally exhaust all means in their power, short of committing a crime, in order to postpone indefinitely the evil day of payment. Such being the case, a creditor who seeks to recover a debt or liquidated demand due to him should be enabled, whether he sues in the High Court or in the county court, to make the debtor before trial either admit the claim and submit to judgment or else deny upon oath that he is indebted to the plaintiff. This desirable result could be secured without hardship to anyone, and would merely involve comparatively slight alterations in the mode of procedure by default summons. Whether the cost of issuing a default summons might not also with advantage be reduced, so as to prevent its ever exceeding five shillings, which is the amount payable by a plaintiff for issuing a writ in the High Court, is also, it is submitted, worthy of some consideration.

WE DO NOT ENVY the position of the next solicitor who receives instructions to draw a bill of sale of cattle. Hitherto it has been deemed sufficient to describe them in the schedule as so many milch cows, so many bulls, so many calves, &c., and there appeared to be ample authority for this practice in *Roberts v. Roberts* (32 W. R. 605, 13 Q. B. D. 794), where the Court of Appeal took no objection to so much of the schedule as was in this form, but simply demurred to the general expression "household furniture and effects" as not being sufficiently specific. But it now appears that all this is wrong, and, in *Carpenter v. Deen* (reported elsewhere), the Court of Appeal have decided that a schedule which spoke of twenty-one milch cows was bad for want of specific description. This was the judgment of COTTON and FRY, L.JJ., and it is amusing to notice the manner in which this question, suitable only for farmers, was dealt with by grave judicial minds, probably innocent of the slightest agricultural knowledge. That a cow is a cow was not denied, but which particular cow a cow may be is a matter upon which a great deal may be said. Not that either of the Lords Justices was willing to say it; it depends upon so many things. Name, colour, breed—these are only a few of the matters which may mark out the individual cow from its fellows, and even these cannot be relied on. The cattle of a district may not rejoice in separate names, they may not differ materially in colour, they may be of the same breed. The draftsman will then—for he must clearly pay a visit to the farm—consider what minor peculiarities will suffice to give suitable assistance in identifying the animals his schedule is to contain. As to their nature, we prefer to imitate the majority of the court, and remain cautiously silent. On the whole, perhaps it would be as well to take a photographer to the spot and have separate photographs taken, after which, *ex abundanti cautela*, suitable distinct marks or brands may be made upon the horns. The full description to be entered in the schedule, with the photographs annexed, can then be easily completed, and of course additional particulars will be taken from the herd-book. We are glad to see that Lord Justice LOPES took no part in this decision, and his remarks are the redeeming feature of the case. He does not believe that ordinary farmers call each cow by its name or specify its colour, and he is not sure that in every case the breed is very distinctly marked. On the other hand, he was quite clear that the description in the schedule before him was enough to enable ordinary men to transact their business, and that it satisfied the requirements of section 4 of the Bills of Sale Act, 1882. This was common sense, and, we believe, good law; but it will not now be safe to rely upon it in practice.

A MORE REASONABLE DECISION on a bill of sale was given by Mr. Justice KEKEWICH in *Bouchette v. Consolidated Credit and Mortgage Corporation (Limited)*. The plaintiffs had, in 1887, granted to the defendants a bill of sale on certain scheduled furniture in a specified house, and it was made to include other furniture which might, during the continuance of the security, be substituted therefor, or which might thereafter be brought on the premises. Soon after came the decision of the Court of Appeal in *Kelly v. Kellond* (36 W. R. 363, 20 Q. B. D. 569) that a bill of sale drawn in such a form was altogether void. This was a serious matter for the defendants, as they were the holders of a large number of similar securities. Accordingly they summoned some sixty or seventy of their debtors to appear at their offices, and there, without telling them of the new construction of the law, required them to execute fresh bills of sale. The plaintiffs, among others, complied, and again bound themselves to pay the old rate of interest, £60 per cent.; but upon learning the true state of the case they not unnaturally sought to repudiate the new security. This they have now been allowed to do upon paying back the money actually advanced, with interest at the rate of £5 per cent. Such a rate does not make moneylending profitable, but then the moneylenders should not overreach themselves. Two very good grounds were given by Mr. Justice KEKEWICH for his decision. The new security had been obtained unawares from a person who was under pressure of poverty, and this was enough to call in the assistance of a court of equity. Moreover, the real consideration for it, if any had been stated to the plaintiff, was the fact of a past advance having been made upon a security which had turned out to be bad, but no mention of this was made in the deed.

IN AN ARTICLE in the current number of the *Law Quarterly Review* Lord Justice FRY attempts to trace back the equitable doctrine of specific performance to the ancient jurisdiction of the ecclesiastical courts in cases of *laesio fidei*, but the result appears to us a little disappointing. That a pledge of faith was frequently used in contracts and other transactions there is no doubt, and various examples of this are given. Most conspicuous is the plighting of troth, which still survives in the marriage service, but it was also used both in private bargains and public undertakings. It is common knowledge, too, that the Church took cognizance of breaches of faith, and made this a pretext for extending its jurisdiction into secular matters. In Reeves's History of English Law (I, p. 123) this is mentioned as becoming noticeable in the reign of STEPHEN, and the encroachment thereby made on the province of the temporal courts in matters of contract is pointed out. This process was checked, both by the direct prohibition of the King's Court and by the introduction of the action of *assumpsit*. Moreover, Lord Justice FRY produces a case of 1227 from Bracton's Note Book, in which there was a contract to demise land for a term, and its specific performance was decreed in the ecclesiastical court. But, after all, this is only an example of a jurisdiction which is admitted to have once been tentatively introduced, and there is no evidence to connect it with the jurisdiction of the Court of Chancery of a later date. When, then, we are told that, after the ecclesiastical jurisdiction in matters of contract had been narrowed, and perhaps almost extinguished, by the writ of prohibition from the King's Court, the ecclesiastical chancellors found in the chancery a means of reviving a like jurisdiction, there seems to be a want of further facts to connect the one jurisdiction with the other. It may be noticed, too, that the theory gives no reason for the peculiar restrictions under which the doctrine has always been applied. Probably, before it can be accepted, it will be necessary to explore the actual rise of the equitable jurisdiction, and to see whether it can be carried back far enough to touch in any way the more ancient jurisdiction of the Church. Only in this way can the theory be made fruitful.

EXIT THE LAND TRANSFER BILL.

THE fate of the Land Transfer Bill was practically settled before it came on for third reading in the House of Lords, but the narrow majority by which the third reading was carried, notwithstanding the sudden conversion of Lord HERSHELL and his colleagues, precipitated the inevitable "happy despatch." Lord SALISBURY, instead of moving that the Bill do pass, deferred the motion to the 4th inst., and this date was subsequently altered to Friday, the 5th inst. And when clause 74, providing for the devolution of real estate on death to personal representatives, notwithstanding any testamentary disposition, was rejected, he at once stated that it was not advisable to proceed with the measure any further.

No one who compares the stormy career of the Bill during the present session with its tranquil progress during the two previous sessions can doubt that the success of the opposition to the Bill has been due to the movement inaugurated by the Council of the Incorporated Law Society. After they had decided that the importance to the public and the profession of resisting the imposition upon the country as a compulsory measure of a new and hitherto untried system was sufficient to justify them in bringing to bear an organized Parliamentary opposition, the formation and work of the organization were pushed forward with the greatest energy. In the circular which was addressed to the country law societies it was suggested that, in addition to representations to members of the House of Commons, solicitors should also, as far as practicable, bring their views before individual peers. We believe that this suggestion has been adopted with the best effect. As we announced some weeks ago, an opposition to the Bill in the House of Lords was organized by a few peers, who were warmly interested in the question, and had taken a leading part in the discussions in the select committee. Aided by the representations of solicitors throughout the country, and having always at hand the skill and ability of the President of the Incorporated Law Society, the comparatively small knot of actively dissentient peers gradually brought round to their views a large section of the House, and ultimately scored a complete success, in spite of the combined vote in favour of the Bill of the Gladstonian peers.

It is, however, with the results of the organization of the opposition in the House of Commons that we are mainly concerned. The provincial law societies energetically responded to the suggestions of the council, and in an extremely short time numerous memorials were signed throughout the country. The organization in London was undertaken by the council, and in response to their invitation a strong committee of solicitors resident or practising in the metropolis met on the 22nd of May, and at the meeting a solicitor was appointed in each of the metropolitan constituencies to obtain (with such local assistance as he might find necessary) signatures from solicitors in his district to a memorial to the Parliamentary representatives, and to arrange deputations to present the memorial and urge the views of those who had signed it. As the result of these measures, up to the week ending June 29 last, nineteen formal deputations attended in London, including deputations from Lewisham, Nottingham, Kensington, Hampstead, Harrow, Reigate, Norfolk, Uxbridge, Isle of Wight, Deptford, Brixton, Norwood, Southwark, and Newington; and, in addition, twenty memorials from other metropolitan constituencies were presented, and many of the Members of Parliament were seen by the President of the Incorporated Law Society without a formal deputation. And, through the provincial law societies, memorials have been presented to the members of Parliament for Bath, Berks, Bucks, Bristol, Blackburn, Birmingham, Cardiff, Cambridge, Colchester, Devon, Derby, Dewsbury, Exeter, Great Yarmouth, Gloucester, Herts, Herefordshire, Halifax, Huddersfield, Lincoln, North Yorkshire, Newcastle-on-Tyne, Oxford, Preston, Reading, South Durham, Sussex, Shropshire, Sheffield, Sunderland, Taunton, Worcester, Wakefield, Wolverhampton, and Yorkshire. In addition we believe that a considerable number of memorials have been signed—one by over 1,000 solicitors in the City of London—but have been held over in order to see whether the Bill would be proceeded with. As the division on the third reading in the House of Lords seemed to render progress this session impracticable, further steps in connection with the organization of opposition in the House of Commons were at once suspended.

That these results should have been obtained in little more than a month, is perhaps in itself sufficient proof of the success of the movement, but we are able to add an infinitely more satisfactory circumstance. We believe that nearly all the members of Parliament who were interviewed expressed their concurrence in the opinions embodied in the memorials, and very many of them have, it is understood, intimated to the leader of the House of Commons that, while willing to support the Land Transfer Bill, they must vote against the compulsory clauses.

Thus, in spite of the shortness of the period available, the first attempt by solicitors to bring to bear an organized Parliamentary opposition has proved a complete success—so complete, indeed, as to render it doubtful whether we shall hear anything more of the Land Transfer Bill during the present administration. If, however, next session should see a renewed attempt to pass the present Bill in its compulsory form, there will be ready to hand a powerful organization, with the advantages of abundance of time for action and of experience; so that, thanks to the action of the Council of the Incorporated Law Society, and the cordial and energetic assistance rendered by the provincial law societies and solicitors generally, the possibility of a renewed enterprise on the part of the Lord Chancellor may be regarded without much apprehension.

The efficacy of the weapon which solicitors have taken up has thus been conclusively proved. Both the Government and the public have learned (judging from the comments of the daily press, with unbounded surprise) that solicitors can wield a political influence not surpassed by that of any professional class in the country. It is well that this should be known, but the success of the movement appears to render one word of caution necessary. We have from the first advocated the adoption of this course with regard to the Land Transfer Bill on the twofold ground that the question at issue was a vital one to solicitors and that all other means had failed. Thus, if we may be permitted to recall our first observations on the subject in February last, we pointed out that the time had come when solicitors must "take every means in their power to protect their interests by preventing a measure, which they have always declared to be unnecessary and inexpedient, and which they have now ascertained is meant to put an end to their intervention in land transfer work, from becoming

law. Remonstrance, argument, and interviews having failed to procure any material alterations in the scheme, it appears to us that other means should now be resorted to. The appeal must now be, not to the author of the Bill, but to the members of the Legislature." It seems to us to be of the utmost importance that these conditions precedent should be observed. Political organization is the proper weapon for vital questions and as a last resort, but in order to preserve its efficacy it must be reserved for these occasions.

THE INTERPRETATION OF STATUTES.

IN 1853 Lord WESTBURY calculated that there had then been enacted some fifteen thousand statutes of the realm; upon this basis there must have been some eighteen thousand passed by this time. And yet the solitary effort to shorten and simplify by general definition has been that made by Lord BROUGHAM's Act (13 & 14 Vict. c. 21). Nothing has been done in this direction for the thirty-nine years which have run since 1850. Now at last, however, there seems to be a prospect of the Lord Chancellor carrying through his Interpretation Bill, which has already made good progress. The avowed objects of the Bill are two—(1) to consolidate the enactments relating to the meaning of words in Acts of Parliament, of which the most important is Brougham's Act, and (2) to carry further the policy of Brougham's Act by enacting general rules of construction which are to be observed in the absence of provisions to the contrary. Lay down such general rules, and you will produce greater uniformity of language in future Acts; you will shorten their language, and in particular you will obviate the necessity for many special definitions. And if and so far as the new general definitions can be made retrospective, they will render possible the repeal of several special definitions in existing Acts. This is the case for the Bill.

The first object can be gainsaid by no one. The convenience is obvious of having rules from seven different Acts, dating from 20 Geo. 2 to 51 & 52 Vict., consolidated and re-enacted in a single *fasciculus*. Brougham's Act does but construe six phrases in all, these being "month," "county," "land," "oath," "swear," and "affidavit." The other English expressions already construed are "person," "England," "county," "parish," and "county court." The definitions to be re-enacted are contained in the first part of the Bill, which does not, however, comprise one rule of Lord BROUGHAM's—that concerned with the citation of statutes. That rule is to be found among the "new general rules of construction," but in substance it remains the same, only simplified. The distinction between Acts prior and subsequent to Henry the Seventh's reign has vanished, and an Act may now be cited by its short title, if any; failing that, by reference to the regnal or calendar year in which it was passed, and where there are more statutes or sessions than one in the same regnal or calendar year, by reference to the statute or session, as the case may require, and where there are more chapters than one, by reference to the chapter. We doubt the utility of allowing citation by the calendar year unless it is seriously meant to enforce that method. Lawyers would find as much difficulty in citing, say, the Common Law Procedure Act as "Statutes 1854, c. 125," instead of "17 & 18 Vict. c. 125," as soldiers find in denominating, say, the 25th Foot as "The King's Own Scottish Borderers." Of course, to cite a statute by its calendar year would shorten expressions and save the trouble of thinking what year "*Anno Domini*" a regnal year means; but it would cause a great alteration and considerable inconvenience for doubtful gain. As the law will stand when the Chancellor's Bill is passed, it will be open to anyone to quote a statute by either regnal or calendar year, but we doubt not that the established usage of regnal year will prevail.

The second group of clauses, which are to carry further the policy of Brougham's Act, consist mainly of definitions and rules which, though of frequent occurrence in recent Acts, have not yet been enacted in a general form. Of these it is proposed to make some retrospective and some not. We must confess ourselves unable to grasp the principle upon which some expressions are to be retrospective and others are not. Thus the expression "the Education Department" is to mean the Lords of the Committee for the time being of the Privy Council appointed for Education,

whether so used in an Act passed before or after the commencement of the Interpretation Act. But the expression "quarter sessions borough" is to mean, as respects England, a municipal borough having a separate court of quarter sessions only in Acts which are passed after the commencement of the Interpretation Act. Again, the interpretation of "writing" as including references to printing, lithography, photography, and other modes of representing or reproducing words in a visible form, is to be retrospective, incongruous as photography may be in Acts passed before the present reign. But the expression "colony" is to be prospective only in its meaning of any part of Her Majesty's dominions exclusive of the British Islands and of British India. Why this distinction should be drawn we fail to see.

This part of the Bill contains a large number of expressions, the general definition of which is a novelty in the statute book. Thus the well-known phrase "financial year" is construed for future Acts as meaning the twelve months ending the 31st of March; and the expression "ordnance map" is interpreted for past and future Acts as a map made under the powers conferred by the Survey (Great Britain) Acts, 1841 to 1870, or by the Survey (Ireland) Acts, 1825 to 1870, and the Acts amending the same respectively. In all there are eighty-two expressions now defined, some few of which have, as we have said, been defined already. The necessity of keeping non-contentious matter which is already the law of the land apart from that which, having never been laid down generally, may be more disputable, has led to one unnecessary definition figuring in the Bill. In clause 2, which applies penal Acts to bodies corporate, it is laid down that in the construction of every enactment relating to an offence punishable on indictment or on summary conviction, whether contained in an Act present or future, the expression "person" shall, unless the contrary intention appears, include a body corporate. Then, in clause 19, we have the broader rule stated, that in this and in every future Act the expression "person" shall, unless the contrary intention appears, include any body of persons corporate or unincorporate. Save in so far as the former rule preserves Brougham's Act, the latter might stand alone, being the more comprehensive of the two.

It remains only to notice the general rules of construction which are laid down in the Bill, their enactment obviating several necessities for verbiage which are now supposed to exist. We shall do no disservice to our readers by summarizing the main effect of these general rules. First, in all Acts—past, present, and future—references to the personage who is the Sovereign at the time of the passing of the Act, or to the Crown, shall be construed as references to the Sovereign for the time being. Then, when any Act confers power to make any instrument (a term to which, as we shall see, the widest signification is given), expressions used in the instrument shall mean exactly what they mean in the Act conferring the power. For instance, you pass the Settled Land Act and make rules thereunder; the term "land" in the rules means as much as, and no more than, it means in the Act. Thirdly, when any future Act confers a power or imposes a duty, either power or duty may be exercised or performed from time to time; when either is to be exercised or performed by the holder of an office, this may be done by the holder of the office for the time being; when any future Act confers a power to make any instrument, it will include a power to rescind, revoke, amend, or vary the instrument; and when any future Act confers a power to appoint to an office, it will be construed as including power to suspend and remove the holder for the time being of the office. Fourthly, there is a useful provision as to offences under two or more laws: where an act or omission constitutes an offence under two or more Acts, or both under an Act and at common law, the offender shall, unless the contrary intention appears, be liable to be prosecuted and punished under either or any of those Acts or at common law, but shall not be liable to be punished twice for the same offence. Next come some serviceable rules as to the computation of time, which will be familiar as being mainly taken from section 230 of the Municipal Corporations Act, 1882 (45 & 46 Vict. c. 50), with some improvement in drafting. Sixthly, in the measurement of any distance for the purposes of any Act hereafter passed, that distance shall, unless the contrary intention appears, be measured in a straight line upon a horizontal plane, and may be determined by the ordnance map. Seventhly and lastly, where any Act hereafter passed authorizes any document to be sent by post, the document shall be deemed to have been received

when the letter containing it would be delivered in the ordinary course of post; in proving service it will be enough to prove that the letter was properly addressed, prepaid, and posted.

There are two more matters to be observed in the Interpretation Bill. When an Act does not come into operation immediately, but confers power to make any instrument or appointment, or do any other ministerial work, that power may be exercised at once, after the Act is passed and before it comes into operation, only any instrument so made must wait to come into operation with its parent Act. The expression "instruments," as we have said, has a wide definition; it is to mean any Order in Council, and any order, warrant, scheme, letters patent, rules, regulations, and by-laws. This will presumably, as has been hinted, include any rules made in the usual way to supply the machinery to a new Act. Finally, the effect of repeal in future Acts is carefully stated; where any future Act repeals and re-enacts, with or without modification, any provisions in a former Act, references in any other Act to provisions so repealed shall be construed to refer to the provisions so re-enacted; and when a repeal is made, it will not revive anything not in force at the date of the repeal, nor will it affect the previous operation of any enactment so repealed, or any right or obligation acquired or incurred under the enactment repealed, or any penalty incurred for any offence committed under the enactment repealed, or any investigation or remedy in respect of any such right, obligation, or penalty.

We have spoken of the provisions of the Bill as if now in force. We hope they will be in force on the 1st of January, 1890. We have quoted enough to shew the great usefulness of these general rules. Apart from the definitions of particular words and phrases, we believe that the adoption of these general rules will do much to simplify and shorten future Acts of Parliament, to reduce verbiage, and to make clauses and sections appear less formidable to lawyer and layman alike. We hope that the Chancellor's Bill is destined to pass unscathed through the quicksands of August, and to receive the Royal Assent.

REVIEWS.

PARTICULARS AND CONDITIONS OF SALE.

THE LAW RELATING TO PARTICULARS AND CONDITIONS OF SALE ON A SALE OF LAND. By WILLIAM FREDERICK WEBSTER, M.A., Barrister-at-Law. Stevens & Sons (Limited).

We are glad to welcome a work which bears traces of laborious investigation and careful consideration. The author, in his preface, renews a remonstrance, which has been often previously made in these columns, against the growing practice among editors of legal works of inserting in a footnote a reference to a case, with the words "But see and distinguish *Brown v. Robinson*." As Mr. Webster justly observes: "It is surely the duty of the text-writer or editor himself to 'see and distinguish' *Brown v. Robinson*, and not to leave this sometimes troublesome and difficult business to his reader, who, perhaps, is working against time, and can ill afford to spend two minutes in looking up an unnecessary reference." The writer of the present work has, at all events, avoided this slovenly feature; he has not only looked at the headnotes of the cases he cites, but has read the judgments and considered their effect. And we may add that the entire abolition of footnotes throughout the volume tends greatly to the convenience of the reader. We hope that the time will come when legal readers will revolt against the relegation of cases to footnotes. If this once becomes the rule, there will be an end to the scissors-and-paste editor, for not even his effrontery could venture on a string of names of cases filling half a page.

The first part of the work, relating to particulars of sale, is in reality an elaborate treatise on misdescription and misrepresentation. In this part the author deals with various kinds of misdescription and misrepresentation, omissions, ambiguity, notice, mistake, fraud and the map or plan, rescission, return of deposit, damages, and compensation. Every assistance is given to the reader, both by the prefixing to this part of the book of a carefully-prepared digest in the form of a code, and also by giving, in chapter 12, a summary of the relief to which a purchaser is entitled in cases of misdescription. In the second part the author deals in succession with the different conditions of sale, adding chapters on sale in lots, sale by trustees and mortgagees, and particulars and conditions on a sale by the court. Many of the chapters—in particular that relating to "conditions for rescission"—are excellent. The third part is occupied with "the memorandum," and contains a very well arranged and useful digest of the cases on this subject. Of the whole treatise we may say that

it is characterized by clearness of arrangement and careful and concise statement, and we think it will be found of much service to the practitioner. The precedents of conditions of sale in the appendix do not strike us as equal, either in completeness or excellence of expression, to the treatise. We do not find any reference either in the treatise or precedents to sales under the Settled Land Act.

DISTRESS.

THE LAW OF DISTRESS. By ARTHUR OLDHAM and A. LA TROBE FOSTER, B.A., Barristers-at-Law. SECOND EDITION. Stevens & Sons, Limited.

This is a useful book, because it embraces the whole range of the remedy by distress; not merely distress for rent, but also for *damage feasant*, tithes, poor and highway rates and taxes, and many other matters. It seems to us, however, that a good deal of improvement would be effected, as regards clearness of arrangement, if the subject of distress for rent as between landlord and tenant were kept distinct from the other kinds of distress, and each of these were subsequently treated in a distinct chapter. At present we have distress for tithe and other rent-charges, and distress by lords of manors and commoners, treated of under the head of "who may distrain," together with the different classes of persons who may distrain as landlords, and then we have distress *damage feasant*, and distress for rates and taxes discussed in separate chapters.

In the new edition we find the recent cases carefully inserted, and, generally speaking, very well explained, but the chief feature is, of course, the Law of Distress Amendment Act, 1888, the provisions of which are inserted in the text under the heads to which they relate. In their observations on these provisions we are gratified to observe that the authors arrive at similar conclusions to those we expressed on the Act when it first appeared (32 SOLICITORS' JOURNAL, 719). The accordance is sufficiently remarkable to be traced in a little detail. Thus, with regard to section 4, we said:—"Why the word 'expired' should have been used in this connection, instead of the words 'ended and determined,' used in the Act (8 Anne, c. 14, s. 6), which gives the right to distrain after the end of the tenancy, we cannot conceive; it is certainly an inappropriate word for the determination of a tenancy from year to year by notice to quit. The object of the provision appears to be to afford an inducement to the tenant to give up possession on demand; if he does not quit within seven days after demand he may, by the landlord's distress, be left without a single stick of furniture." The authors say (p. 188):—"It is difficult to understand why the word 'expired' should have been used in this section instead of the words 'ended or determined' used in the Act of 8 Anne, c. 14. It does not appropriately refer to the determination of a tenancy from year to year by notice to quit. The object of the provision seems to be an inducement to the tenant to give up possession on demand. If he does not do so the landlord has a more extended power of distress."

Again, with regard to section 5, containing the provision as to appraisement at the request of the tenant, we pointed out in our observations on the Act that the provision shewed a strange ignorance on the part of the framers of the recent Act of the practical working of the old provision as to appraisement; that the appraisers were appointed by the landlord, and that the only practical value of appraisement (the appraisers not now being required to be sworn) was to protect the landlord in case of a sale alleged to be at an undervalue, since goods sold at the appraised value are presumed to have been sold "at the best price" within 2 W. & M. c. 5. And we added:—"It is therefore very unlikely that any tenant or owner of the goods distrained will be disposed to request an appraisement, especially as the present section 5 imposes the cost of such appraisement (including the stamped memorandum) on the tenant or owner of goods requiring it to be made." The same view appears to have occurred to the authors, who say (p. 244):—"We may note that the object of an appraisement is for the protection of the landlord in case of a sale alleged to be at an undervalue, since goods sold at the appraised value are presumed to be sold at 'the best price.' It seems, therefore, unlikely that tenants will be disposed to request an appraisement, especially as they will have to pay the costs if they do so."

We added:—"No time is specified within which either of the requests provided for by section 5 may be made, but apparently it may be the last moment of the period allowed for replevying the goods distrained, or perhaps the request may be made up to the time of their actual sale." Our authors arrive at a like conclusion. They say (p. 245):—"No time is specified within which either of these requests must be made. It may be either up to the period allowed for replevying the goods, or up to the time of their actual sale."

We observe, however, some criticisms on the Act which were not made by us. Thus, on section 6, which provides that "the landlord . . . may at the written request, or with the written consent of the tenant, . . . sell the goods and chattels distrained, or part of them, at any time before the expiration of such extended

period as aforesaid," the authors suggest (page 250) that "this seems to imply that, if the tenant had made a request, and fixed a period for selling beyond the five days, the landlord could then, with the tenant's further consent, alter the period fixed upon and sell *within* the five days." We do not think it clear that the words "extended period" will bear this meaning, for there seems to be a third view of that meaning besides the two the authors suggest. May not "extended period" mean the period fixed by the tenant *beyond* the five days provided by 2 W. & M. ? The words are not "at any time *within* such extended period," but "at any time *before* the expiration of such extended period," and section 3 of 2 W. & M., sess. 1, c. 5, is not repealed. We observe that in a footnote at p. 163 it is stated that in a case before a metropolitan police magistrate it was contended that the word "bedding" in section 4 did not include the bedstead; but we are not informed whether any, and, if so, what, decision was given on the point. The question is one of great importance to the persons in favour of whom the exemption is provided, and the fact that the provision of the County Courts Act, 1846, should have been left unexplained in this respect seems to shew the want of care with which the recent Act was drafted.

THE LAW QUARTERLY REVIEW.

THE LAW QUARTERLY REVIEW. Edited by Sir FREDERICK POLLOCK, Bart., M.A., LL.D. July, 1889. Stevens & Sons (Limited).

This number of the *Law Quarterly Review* contains a good deal that is of interest. To the article of Lord Justice Fry on Specific Performance and *Laesio Fidei* we refer elsewhere, and Mr. Humphry's subject, the Land Transfer Bill, has for a time lost its pressing interest. His acute criticisms, however, should do something towards producing a more reasonable Bill in case the Lord Chancellor should revive his project. In "*Une Ecole des Sciences Politiques*," M. Max Leclerc describes a school founded in Paris, by the private enterprise of M. Boutmy, for the education of young men intended for the civil service or for public life. It is supposed that as the supply of politicians from the aristocracy, who can be at once promoted by influence to positions in which they will learn by experience, ceases to be available, it will become more necessary to insist on a scientific preparation. The scheme is ambitious in design, and instruction is offered of a higher kind than the youths can probably avail themselves of; perhaps the institution is in practice not much more than a good school to prepare for civil service examinations, and in these it has a first-class record. But while this commercial basis is necessary to insure its success, a great amount of permanently useful work is done by the professors, of whom there is a distinguished list, and by old pupils. In "Possession for a Year and a Day" Mr. Maitland investigates the meaning of this period of time, which he shews to occur in many different connections. It of course refers chiefly to title to land, and two theories have been started as to its origin. On the one hand it may be a very short period of usucapion, and possession for such a length of time may confer, on the analogy of the Roman Law, absolute ownership; or, on the other hand, it may be merely a period of limitation, and bar the actions of other claimants. The writer inclines to the latter view, and regards the possession as ensuing upon a fictitious lawsuit in the nature of a fine. It appears that the phrase is first heard of in connection with judicial proceedings, and that in the case of the defendant's contumacy the land was seized into the king's hands, and if the contumacy lasted for a year and a day, delivered to the plaintiff. This may well have given rise in later times to a mode of barring the rights of expectant heirs and other claimants. Extracts from the charters of various boroughs are given in which possession for a year and a day, grounded on lawful purchase, is to be deemed to confer a title, but this looks more like usucapion. Mr. Lewis Edmunds discourses with good sense on the rejection of hearsay evidence, and regards this as a mistake. Probably it is, and there is much to be said for allowing men in the jury-box to use their faculties in the discovery of truth in the same way as men out of it. A very thoughtful article is contributed by Mr. T. Boston Bruce on the new Italian Criminal Code, and, as ours still lags behind, it will amply repay perusal. The division of crimes into crimes proper (*delitti*) and police offences (*contravvenzioni*) is noticeable, also the abolition of the death penalty and the substitution of solitary confinement in the *ergastolo*. This, however, is mitigated after ten years of good conduct. The change has been advocated by Italian jurists on many grounds, and not least on account of the liability of courts to err. An Italian Parliamentary Report mentions the cases of two Italians sentenced to be hung in 1865, one in London, the other at Swansea, both of whom were subsequently proved to have been innocent. An interesting note is contributed by H. W. E. on the question, "Are Leaseholds Tenements?" Messrs. Hood and Challis, in "Conveyancing and Settled Land Acts" (3rd ed., p. 2), say No, because there is no tenure between the lessee and the reversioner; but the writer quotes the authority of Littleton and Coke, as well as of the Statute

of Gloucester, to the contrary. The number concludes, as usual, with notes on recent cases.

PATENTS.

THE LAW AND PRACTICE UNDER THE PATENTS, DESIGNS, AND TRADE-MARKS ACTS, 1883 TO 1888, WITH THE PRACTICE IN ACTIONS FOR INFRINGEMENT OF PATENT, AND AN APPENDIX OF ORDERS MADE IN PATENT ACTIONS, AND FORMS. By W. N. LAWSON, M.A., Barrister-at-Law. SECOND EDITION. Butterworths.

When the first edition of this book appeared we regarded it as one of the best of the works on its subject, and we are glad to welcome a new edition. Although the author, here and there, still refers his readers to works of a more general character, he has now treated shortly and concisely the questions of true and first inventor, novelty, utility, subject-matter, infringement, and claims in specifications. The issue of the Patent Office Reports and of other volumes of reports has provided him with very ample materials; indeed, if a grumble is allowable, it would be directed to the way in which such records of decisions accumulate, to an extent little short of alarming. But for this Mr. Lawson is not responsible, and he has used his materials so as to make them as little cumbersome as possible. In some respects, particularly in the practice before the Law Officers, the new materials have done much towards turning darkness into light. The cases seem to be brought down to the latest date, and for cases reported in 41 Ch. D. to be cited in their proper places in a book which is now in print says a good deal for the industry of the author and the celerity of the printer. It is to be hoped that the rules which (Mr. Lawson says) are understood to be in preparation by the Board of Trade to give effect to the Act of 1888, may not contain anything calculated to interfere with the usefulness of this book, on which so much care and thought have been expended.

CASES OF THE WEEK.*

House of Lords.

DERRY AND OTHERS v. SIR H. W. PEEK—1st July.

COMPANY—MISREPRESENTATION IN PROSPECTUS—LIABILITY OF DIRECTORS—ACTION OF DECEIT—LEGAL FRAUD.

This was an appeal by the defendants in the action of *Peek v. Derry* against the judgment of the Court of Appeal (36 W. R. 899, 37 Ch. D. 541) reversing that of Stirling, J. The action was brought to recover damages for misstatements contained in a prospectus issued by the defendants as the directors of the Plymouth, Devonport, and District Tramways Co., whereby the plaintiff was induced to take shares. The company was incorporated by special Act of Parliament in 1882, and this provided, by section 35, that steam or other mechanical motive power might be used on the tramway, provided the consent of the Board of Trade and of the Corporations of Plymouth and Devonport was first obtained. On the 29th of January, 1883, the directors issued a prospectus inviting subscriptions for ordinary share capital, in which attention was drawn to the power to use steam, and this was stated as an absolute right. The plaintiff received a copy of this prospectus, and on the 7th of February, 1883, he applied for 400 shares of £10 each, which were allotted to him. At the time when the directors issued the prospectus the company had not obtained the necessary consents, and it ultimately went into liquidation, whereupon the plaintiff brought this action against the directors for the misstatements contained in the prospectus. The directors gave evidence that they thought the consent of the Board of Trade and of the corporations only depended upon certain formalities, and that it would be given upon due compliance with these. Stirling, J., held that, for the plaintiff to succeed, it was necessary for him to shew that the misstatements were made fraudulently, and that this might be so if they were made without reasonable grounds for believing in their truth; but upon the evidence he came to the conclusion that reasonable grounds did in fact exist, or at any rate that the grounds of belief were not so unreasonable as to justify him in holding the directors guilty of fraud, and he consequently gave judgment in their favour. In the Court of Appeal, consisting of Cotton, L.J., Sir James Hannen, and Lopes, L.J., this decision was reversed, and thereupon the present appeal was brought.

THE HOUSE OF LORDS (LORD HALSBURY, C., and Lords FITZGERALD, BRAMWELL, WATSON, and HERSHELL) allowed the appeal. LORD HALSBURY, C., said that he had recently expressed his opinion in the Court of Appeal that actual fraud was necessary in an action of this kind. The directors might well be innocent of any intention to deceive, although they had made statements without any reasonable grounds for believing them to be true. It was essential that there should be the *mens rea*, and a mere inaccuracy in a statement of fact ought not to be allowed to support an action of deceit. Lord BRAMWELL condemned the phrase "legal fraud" as mischievous, and said that all the authorities at common law agreed that, to found an action of deceit, there must be actual fraud. Here the statement in the prospectus was certainly untrue, because it stated the

existence of an absolute right, when the right was conditional on obtaining various consents; but, although the defendants knew this, it did not follow that the statement was fraudulently made. It was not an absolute untruth, but simply a statement made without the addition of a necessary qualification; and if the necessity for this was not present to the minds of the directors when they authorized the making of the statement, they would not be acting fraudulently. He criticized the judgment of Cotton, L.J., and objected to his explanation of a reckless statement as one made "without any reasonable ground for believing it to be true," and also to his assertion that a duty was imposed upon directors of taking care not to make any statements which they had no reasonable grounds to believe to be true. This was to assume that directors undertook not to be unreasonable, whereas they undertook nothing of the kind. When Sir James Hannen, too, said that moral culpability was involved in the assertion of a fact upon insufficient grounds, he could not agree. At most, this was mental culpability, but in that there was no dishonesty. In this case he was satisfied there was no fraud, and the appeal must be allowed. Lord HERSHELL reviewed all the cases bearing on the question, and considered that they established the following propositions:—First, in order to sustain an action of deceit there must be proof of fraud, and nothing short of that would suffice. Secondly, fraud is proved when it is shewn that a false representation has been made (1) knowingly, or (2) without belief in its truth, or (3) recklessly, careless whether it be true or false. All three cases, however, might be included in the one proposition that fraud exists when a statement is made without an honest belief in its truth. Thirdly, if fraud is proved, the motive of the person guilty of it is immaterial. Such appeared to him to be the result of the cases, and he could not hold that anything less than fraud would make either directors or any other persons liable to an action of deceit. At the same time, where a false statement had been made, the grounds upon which it was believed might be most material in ascertaining the reality of the belief. There was a good deal to be said for requiring extraordinary vigilance in directors with regard to any statement they put forth, but that was a matter for the Legislature to consider. In the present case he had no reason to doubt that the directors believed in the substantial truth of the statement in the prospectus, and consequently the charge of fraud made against them had not been established. The judgment of the Court of Appeal must therefore be reversed. Lords FITZGERALD and WATSON delivered judgments to the same effect.—COUNSEL, Sir H. Davey, Q.C., Moulton, Q.C., and M. Muir Mackenzie; Bompas, Q.C., Byrne, Q.C., and Patullo. SOLICITORS, Linklater, Hackwood, Addison, & Brown; Tamplin, Tayler, & Joseph.

Court of Appeal.

HUNT v. CLARKE, Re O'MALLEY—No. 2, 6th July.

CONTEMPT OF COURT—COMMITTAL—NEWSPAPER—PUBLICATION TENDING TO PREJUDICE TRIAL OF ACTION—COSTS.

The question in this case was, whether the publisher of a newspaper ought to have been committed for contempt of court, on the ground that he had published in his newspaper a paragraph calculated to prejudice the fair trial of a pending action. The action was brought to recover damages on the ground of an alleged misrepresentation as to certain companies, and was entered in the printed cause list as an action for fraudulent misrepresentation. The publisher had, pending the trial of the action, inserted the following paragraph in his newspaper:—"To Investors and Others.—In the list of cases to be tried in the Queen's Bench Division by special juries immediately after the Easter holidays is the case of *William Henry Hunt v. Frederick Nevill Clarke and William Adams*, which is expected to occupy the time of the court for several days, and to present features of great interest to investors. The sum of £1,800, with interest and dividends, is claimed by the plaintiff from the defendant Clarke, on the ground of alleged misrepresentation in connection with the Gyrophone Top Patent, the Inventions Trust Association, Automatic Musical Instrument Company, (Inventors' Mart (Limited), and the Moldacot Royalties Trust (Limited). Hunt further claims £500 against both defendants for alleged misrepresentation in connection with the business of the defendant Adams. Mourners over the Moldacot fiasco are likely to hear a little inside history of the business." The defendant applied to the court to commit the publisher for contempt of court. The publisher made an affidavit, in which he stated that he was not before aware of the paragraph; that it was inserted in the ordinary course of business as an item of general news; that he had no interest in the action, and had not inserted the paragraph with any idea of prejudicing its trial; and he submitted that he had not been guilty of any contempt of court. The Divisional Court (Mathew and Grantham, JJ.) refused the application. They were of opinion that the insertion of the paragraph was not likely to influence the judge or jury, and was not calculated to prejudice the fair trial of the action, and therefore was not a contempt. They thought that the application to commit ought not to have been made, and they dismissed it, with costs.

THE COURT (COTTON, FRY, and LOPES, L.JJ.) affirmed the decision. COTTON, L.J., said that there were two questions—first, whether the publication of the paragraph was a contempt of court; and, secondly, if it was, was it such as to entitle the defendant to call upon the court to exercise its extraordinary jurisdiction to commit for contempt? His lordship could not agree with the view of the Divisional Court that this paragraph was not a contempt of court. Technically it was a contempt. The rule laid down by Lord Hardwicke in an anonymous case (2 Atk., at p. 469) that there may be a contempt of court in prejudicing the minds of the public against persons concerned as parties in causes before the cause is finally heard, had been often acted on. In the opinion of the Lord

* These cases are specially reported for the SOLICITORS' JOURNAL by barristers appointed in the different courts.

Justice it was a contempt of court to publish anything which was calculated to prejudice the minds of the public against the parties to a cause, and anyone so guilty would be liable to be committed for contempt of court, and in a proper case he himself would not hesitate to commit to prison anyone who so offended. But it was in extreme cases only that the jurisdiction to commit should be exercised. There should be not only a technical contempt, but something serious enough to induce the court to interfere by committal. It did not follow that the case would be prejudiced by the observations published, but if they were calculated to prejudice that would be sufficient. In the paragraph in question there were statements respecting the action which his lordship would rather not have seen appear in a newspaper. But was there anything which would prejudice the fair trial of the action? His lordship adhered to what he had said in the *Plating Co. v. Farguharsen* (17 Ch. D. 49)—viz., that the court should not punish for contempt unless a serious offence had been committed. What he then said had been approved of by Jessel, M.R., and James, L.J., went even further. In *Clements v. Erlanger* (46 L. J. Ch. 375-383), Jessel, M.R., said:—"It seems to me that this jurisdiction of committing for contempt, being practically arbitrary and unlimited, should be most jealously and carefully watched, and exercised, if I may say so, with the greatest reluctance and the greatest anxiety on the part of the judges to see whether there is no other mode which is not open to the objection of arbitrariness and which can be brought to bear on the subject. I say that a judge should be most careful to see that the cause cannot be fairly prosecuted to a hearing, unless this extreme mode of dealing with persons, brought before him on accusations of contempt, should be adopted." His lordship adopted those observations as a principle. No application to commit should be made unless the thing done was of such a nature as to render the exercise of the jurisdiction of the court necessary. In the present case, although there had been a contempt, he did not think that there had been any such interference with the conduct of the action as would prejudice the parties or the fair trial of the action, and no such application ought to have been made to the court for an exercise of its summary jurisdiction. But to show that the court did not approve of the observations which had appeared in the newspaper respecting this action, no costs of the unsuccessful appeal would be allowed. The appeal would be dismissed, but without costs. FAY and LOPES, L.J.J., concurred.—COUNSEL, Vaughan Williams, Q.C., and Oswald; Lockwood, Q.C., Brenner, and Gregson Ellis. SOLICITORS, W. H. Tatham; Ashurst, Morris, & Co.

PARKINSON v. WAKEFIELD—No. 2, 5th July.

MORTGAGE—BANKER AND CUSTOMER—SECURITY FOR OVERDRAFT—NOTICE TO DETERMINE OVERDRAFT—ALTERATION OF NATURE OF SECURITY BY CUSTOMER.

The question in this case was, whether, after bankers had agreed to allow a customer to overdraw his current account, upon his depositing title deeds with them as security for the overdraft, the bankers could decline to allow the overdraft to continue, and could refuse to honour a cheque of the customer, without giving him previous notice, on the ground that he had done something to alter the nature of the security. The defendants were bankers, and the plaintiff was their customer. He desired to overdraw his current account, and in 1878 the defendants agreed that, in consideration of his depositing with them the title deeds of his house, as a security for such balance as should be from time to time owing to them from the plaintiff on his account, the defendants would from time to time, and at all times during the continuance of the agreement, allow the plaintiff to overdraw his account to the extent of £350, and from time to time honour any cheque which might be drawn by the plaintiff on them, unless by such payment his account would be overdrawn beyond £350. The plaintiff accordingly deposited his title deeds with the defendants, together with a memorandum of deposit, which stated that the deeds were deposited to secure the current balance of his account with the defendants, so long as the same might remain unextinguished or any liability might accrue to the defendants thereon. In October, 1888, the plaintiff executed a legal mortgage of his house to another person. The mortgage was expressly made subject to an equitable mortgage by deposit of the title deeds to the defendants to secure the balance of the plaintiffs' current account. It was stated that that balance then amounted to £370. On the day after the execution of this legal mortgage notice of it was given to the defendants. On the receipt of this notice the defendants balanced the plaintiff's account, and drew a line across it. The balance shewn against the plaintiff was £365 8s. 11d. The account was made up again on the 31st of December, 1888, on which date the defendants charged the plaintiff with £4 8s. 2d. for interest and commission, making a balance of £369 17s. 1d. against the plaintiff. He had in the meantime drawn no cheques, and had made no payment in. On the 30th of June, 1888, the defendants charged the plaintiff with a further sum of £10 19s. 7d. for interest and commission. In the course of the year 1888 the plaintiff paid in four sums—viz., on March 4, £5; on November 3, £5; on December 4, £70; and on December 6, £30. In December, 1887, and on several subsequent occasions, the defendants pressed the plaintiff to reduce the balance due from him. The plaintiff did not draw any cheque until the 5th of December, 1888, when he drew a cheque for £70. This cheque was presented for payment on the 6th of December, after the plaintiff had paid in the £30, so that the overdraft had been previously reduced to about £271. The defendants refused to pay the cheque for £70 when it was presented, and the plaintiff then brought this action for damages. There was some conflict in the evidence as to whether the defendants had given the plaintiff notice that they declined to allow the overdraft to continue. The action was tried by Mr. Vaughan Williams, Q.C., as Commissioner. He told the jury that it was

the duty of a banker who had agreed to allow a customer to overdraw his account to give the customer notice that he intended to withdraw from the agreement or to close the account, and that there must be express notice, though the notice need not be in writing. The mere fact that the banker's security had been put an end to, wholly or partially, did not relieve the banker from the duty of giving notice to the customer. The jury found for the plaintiff, with £50 damages. On a motion by the defendant for a new trial, or that judgment might be entered for them, a divisional court (Pollock, B., and Manisty, J.) set aside the verdict and entered judgment for the defendants. They were of opinion that express notice of the intention of the banker to terminate the customer's right to overdraw was not necessary in every case, but that if the security, on which the agreement to allow the overdraft was founded, was injuriously affected by the customer to such an extent that it might be considered as gone, the right to overdraw was at an end without any notice by the banker. They accordingly entered judgment for the defendants.

THE COURT (COTTON, FRY, and LOPES, L.J.J.) affirmed the decision. They were of opinion that, on the authority of *Hopkinson v. Rolt* (9 H. L. Cas. 514), the effect of the second mortgage was to postpone the security of the bankers to that of the second mortgagee as regarded any advances they might make to the plaintiff after they received notice of the second mortgage. The arrangement on the faith of which the bankers had agreed to allow the plaintiff to overdraw was so completely altered that the bankers were no longer under any obligation to allow the overdraft to continue, and that they were not bound to give any notice to the plaintiff of their intention to withdraw the overdraft.—COUNSEL, Neville, Q.C., and Joseph Walton; Ambrose, Q.C., and Mattinson. SOLICITORS, Robins & Peters; S. F. Taylor.

RUSSELL v. CAMBEFORT—No. 2, 5th July.

PRACTICE—SERVICE OF WRIT—FOREIGN PARTNERSHIP—PLACE OF BUSINESS IN ENGLAND—SERVICE ON MANAGER IN ENGLAND—R. S. C., 1883, IX., 6.

In this case a question arose as to the validity of the service of a writ. The action was brought by an English firm against a French partnership, the members of which were all Frenchmen who were resident in France. The partnership had a place of business in London. The plaintiffs had employed the defendants to purchase goods for them in France, and the action was brought for an account and payment of the balance found due from the defendants to the plaintiffs. The writ was an ordinary writ for service in England, and it was served at the London place of business of the defendants upon the manager of their London business. The defendants applied to have the writ and the service set aside as irregular. A divisional court (Field and Cave, J.J.), affirming the decision of the judge in chambers, refused the application. Rule 6 of order 9 provides that, "where persons are sued as partners in the name of their firm, the writ shall be served either upon any one or more of the partners, or at the principal place within the jurisdiction of the business of the partnership upon any person having at the time of service the control or management of the partnership business there; and, subject to these rules, such service shall be deemed good service upon the firm."

THE COURT (COTTON, FRY, and LOPES, L.J.J.) reversed the decision and set aside the writ and the service. COTTON, L.J., said that the case differed from that of an action against a foreign corporation, such as *Haggin v. The Comptoir d'Escompte de Paris* (ante, p. 558). In that case it was held by this court that the writ had been properly served on the defendants, who were a French corporation constituted under French law, by means of service upon the manager in London of their branch business there, at the London office, because a foreign corporation was capable of having a domicile in a country in which it carried on a branch of its business as well as in the country under the law of which it was incorporated. But this was not so in the case of a private partnership. Such a partnership had no existence apart from that of the individual members of the firm. In the present case the defendants' firm was composed of French subjects, all of whom were resident in France, and an English statute could not make them amenable to the process of the English courts. Notwithstanding the general language of rule 6, it must be read as referring only to British subjects or foreigners residing within the jurisdiction. If the action was one of those mentioned in order 11, leave could be obtained to serve notice of the writ on the defendants out of the jurisdiction. But no application had been made for that purpose. FAY and LOPES, L.J.J., concurred.—COUNSEL, Jelf, Q.C., and Bray; H. Tindal Atkinson. SOLICITORS, Clarke, Woodcock, & Ryland; Bell, Brodrick, & Gray.

CARPENTER v. DEEN—No. 2, 5th July.

BILL OF SALE—VALIDITY—SCHEDULE—INSUFFICIENCY OF DESCRIPTION OF CHATTELS—BILLS OF SALE ACT, 1882, s. 4.

The question in this case was, whether a bill of sale was void as against an execution creditor of the grantor, by reason of the insufficiency of the description of some of the chattels comprised in it. The grantor was a dairyman, and the bill of sale comprised some cows which were described in the schedule simply as "twenty-one milch cows." Charles, J., held that this description was sufficient, and that the bill of sale was valid. Section 4 of the Bills of Sale Act, 1882, provides that, "Every bill of sale shall have annexed thereto, or written thereon, a schedule containing an inventory of the personal chattels comprised in the bill of sale; and such bill of sale, save as hereinafter mentioned, shall have effect only in respect of the personal chattels specifically described in the said schedule; and shall be void, except as against the grantor, in respect of any chattels not so specifically described."

THE COURT (COTTON, FRY, and LOPES, L.J.J.) reversed the decision, Lopes, L.J., differing from the view of the majority. COTTON, L.J., was

of opinion that the description required by section 4 was such a description as would enable the chattels to be identified. The object was to enable persons who were dealing with the grantor to identify the chattels which passed by the bill of sale. His lordship thought that "twenty-one milch cows" was not a sufficient description. There might be other cows on the farm. It was true that in *Roberts v. Roberts* (13 Q. B. D. 794) the Court of Appeal upheld the validity of a bill of sale which contained a similar description of cows, but the attention of the court was not directed to that point. In *Witt v. Banner* (20 Q. B. D. 114) the Court of Appeal affirmed the principle of the present decision. FAY, L.J., concurred. He said that the object of section 4 was to render the identification of the chattels as easy as possible, and to shut the door against fraud and disputes as to the identity. There must be a reasonable description, such as a careful man would give, without undue particularity, and the nature of the description required would vary with the subject-matter. LOPES, L.J., differed. He thought that "specifically described" meant a description with such particularity as was usual in a business inventory. In *Roberts v. Roberts* Lindley, L.J., said that "there must be an inventory describing the chattels as business men would describe them." In the present case the cows were ordinary cows, and his lordship thought the description was such as would be used by business men in an inventory.—COUNSEL, *Bonner; Oliver. Solicitors, Champion & Son; C. E. R. Preston.*

THE LANCASHIRE AND YORKSHIRE RAILWAY CO. v. THE ASSESSMENT COMMITTEE OF BOLTON UNION—No. 2, 26th June.

RURAL SANITARY AUTHORITY—RATING POWERS—"GENERAL" OR "SPECIAL" EXPENSES—RAILWAY COMPANY—LOCAL GOVERNMENT BOARD—ORDER CONFERRING POWERS OF URBAN AUTHORITY—PUBLIC HEALTH ACT, 1875, ss. 161, 207, 209, 210, 211, 229, 230, 276.

The question in this case was as to the operation of an order made by the Local Government Board, under section 276 of the Public Health Act, 1875, vesting in a rural sanitary authority some of the powers of an urban sanitary authority. The question was whether the above railway company was entitled to be rated for the purpose of meeting certain expenses of the board at a reduced valuation, as provided by section 211 of the Act. The order of the Local Government Board declared "that the provisions of the first paragraph of section 161 of the Public Health Act, 1875, shall be enforced within" specified parts of the district of the rural authority, "and we hereby invest the guardians of the said (Bolton) union, as such sanitary authority as aforesaid, with all the powers, rights, duties, capacities, liabilities, and obligations of an urban sanitary authority under those provisions, within the said portions of their district." After this order came into operation the rural authority treated and raised the expenses of lighting the roads of that part of their district to which the order of the Local Government Board referred as "general expenses" within the meaning of section 229 of the Public Health Act, 1875, and for the purpose of defraying those expenses they from time to time served precepts on the overseers, in pursuance of section 230 of the Act, requiring the overseers to pay the sums mentioned in the precepts (which included sums on account of the expenses for lighting) from the poor rates as the contribution to the "general expenses" of the authority. Under the rates made in pursuance of these precepts the railway company were charged upon the full rateable value of their property. The company claimed to be assessed for the lighting expenses, under section 211 of the Act, in the proportion of one-fourth only of the net annual value of their occupation. Field and Cave, J.J., held that this claim was well founded. Section 161 of the Act provides that "any urban authority may contract with any person for the supply of gas or other means of lighting the streets, markets, and public buildings in their district, and may provide such lamps, lamp-posts, and other materials and apparatus as they may think necessary for lighting the same." The Act does not confer any similar power on rural sanitary authorities, but section 276 enables the Local Government Board on application to invest a rural authority with all or any of the powers of an urban authority under the Act. By section 207, "All expenses incurred or payable by an urban authority in the execution of this Act, and not otherwise provided for, shall be charged on and defrayed out of the district fund and general district rate leviable by them under this Act, subject to" certain exceptions which it is unnecessary to state. By section 209, "In the district of every urban authority whose expenses under this Act are directed to be defrayed out of the district fund and general district rate there shall be continued or established a fund, called the district fund; a separate account, called 'the district fund account,' of all moneys carried under this Act to the account of that fund shall be kept by the treasurer of the urban authority, and such moneys shall be applied by the urban authority in defraying such of the expenses chargeable thereon under this Act as they may think proper." By section 210, "For the purpose of defraying any expenses chargeable on the district fund which that fund is insufficient to meet, the urban authority shall, from time to time as occasion may require, make, by writing, under their common seal, and levy, in addition to any other rate leviable by them under this Act, a rate or rates, to be called 'general district rates.'" By section 211, "With respect to the assessment and levying of general district rates under this Act the following provisions shall have effect (namely):—(1) General district rates shall be made and levied on the occupier of all kinds of property for the time being by law assessable to any rate for the relief of the poor, and shall be assessed on the full net annual value of such property, ascertained by the valuation-list for the time being in force, or, if there is none, by the rate for the relief of the poor made next before the making of the assessment under this Act, subject to the following exceptions, regulations, and conditions (*inter alia*)—(2) The occupier of any land covered with water, or used only as a canal or towing-path for the same, or as a railway

constructed under the powers of any Act of Parliament for public conveyance, shall be assessed in respect of the same in the proportion of one-fourth part only of such net annual value thereof." By section 229, "The expenses incurred by a rural authority in the execution of this Act shall be divided into general expenses and special expenses. General expenses (other than those chargeable on owners and occupiers under this Act) shall be the expenses of the establishment and officers of the rural authority, the expenses in relation to disinfection, the providing conveyance for infected persons, and all other expenses not determined by this Act or by order of the Local Government Board to be special expenses. Special expenses shall be the expenses of the construction, maintenance, and cleansing of sewers in any contributory place within the district, the providing a supply of water to any such place, and maintaining any necessary works for that purpose if and so far as the expenses of such supply and works are not defrayed out of water rates or rents under this Act, the charges and expenses arising out of or incidental to the possession of property transferred to the rural authority in trust for any contributory place, and all other expenses incurred or payable by the rural authority in, or in respect of, any contributory place within the district, and determined by order of the Local Government Board to be special expenses. General expenses shall be payable out of a common fund to be raised out of the poor-rate of the parishes in the district according to the rateable value of each contributory place in manner in this Act mentioned. Special expenses shall be a separate charge on each contributory place." By section 230—"For the purpose of obtaining payment from the several contributory places within their district of the sums to be contributed by them, the rural authority shall issue their precept to the overseers of each contributory place, requiring such overseers to pay, within a time limited by the precept, the amount specified in such precept to the rural authority or to some person appointed by them, care being taken to issue separate precepts in respect of contributions for general expenses and special expenses, or to make such expenses respectively separate items in any precept including both classes of expenses. The overseers shall comply with the requisitions of such precept by paying the contribution required in respect of general expenses out of the poor rate of their respective parishes, and with respect to special expenses by raising the contribution required by the levy (in the case of an entire parish on the whole of such parish, and in the case of a contributory place, or part of a contributory place, forming part of a parish, by the levy on such place, or such part thereof, exclusive of the rest of the parish) of a separate rate in the same manner as if it were a rate for the relief of the poor, with this exception—namely, that the occupier of any land covered with water, or used as a canal or towing-path for the same, or as a railway constructed under the powers of any Act of Parliament for public conveyance, shall, where a special assessment is made for the purpose of such rate, be assessed in respect of one-fourth part only of the rateable value thereof, or, where no special assessment is made, shall pay in respect of the said property one-fourth part only of the rate in the pound payable in respect of houses and other property."

THE COURT (COTTON, FRY, and LOPES, L.J.J.) reversed the decision. COTTON, L.J., said that the question was out of what fund these lighting expenses ought to be paid. Under the Public Health Act a rural sanitary authority had not such large powers as an urban sanitary authority. In particular, a rural authority had not under the Act itself the powers which were given by section 161 to an urban authority, but section 276 enabled the Local Government Board to confer on a rural authority any of the powers, &c., of an urban authority. In the present case the Local Government Board had made an order giving certain powers to a rural authority. They must of course pay the expenses of the exercise of those powers, and the only question was in what way they were to pay them. As his lordship understood the judgment of the Divisional Court, they held that these lighting expenses were "special expenses." His lordship could not agree with this conclusion. These expenses might have been made "special expenses," either by the Act or by an order of the Local Government Board. But this rural authority had no power under the Act to light their district, and the Local Government Board had not made the expense of so doing a "special expense." It was, therefore, a "general expense," and as such it must be provided for under section 229. The railway company claimed to be entitled to an abatement of the rate made for the purpose of lighting. Section 211 applied only to rates made by an urban authority, and there was nothing in the Act which enabled a rural authority to levy rates in that way. It was said that the order of the Local Government Board, as it gave power to the rural authority to light the district, gave them the powers which an urban authority would have had, and that section 211 was imported. But the order gave to the rural authority only the powers which an urban authority had under the first paragraph of section 161. Reliance was placed on the latter part of the order—"We hereby invest the guardians, as such sanitary authority, with all the powers, rights, &c., of an urban sanitary authority under those provisions"—that is, under the first paragraph of section 161. There was nothing in that paragraph prescribing the way in which money was to be raised. It was true that, if the lighting had been done by an urban authority, they would have had certain powers; but a rural authority had different powers. In his lordship's opinion the order of the Local Government Board, neither in terms or by implication, conferred on the rural authority the powers of an urban authority in such a way as to give the railway company the benefit of section 211. The board might by their order have imported the provisions of section 211, but they had not done so, and the court could not do it. The railway company were not entitled to be rated under section 211. FRY and LOPES, L.J.J., concurred.—COUNSEL, *Henn Collins, Q.C., and Bradbury; Meadros White, Q.C., and C. A. Russell. Solicitors, Clarke, Woodcock, & Ryland; C. W. Rawlinson.*

High Court—Chancery Division.

Re HENRY POUND, SON, & HUTCHINS (LIM.)—Kay, J., 8th July.
COMPANY—WINDING UP—DEBENTURE—MORTGAGE—RECEIVER—RIGHT OF DEBENTURE-HOLDERS TO TAKE POSSESSION OF ALL THE ASSETS OF THE COMPANY—COMPANIES ACT, 1862, ss. 87, 163—CONVEYANCING ACT, 1881, ss. 19, 24.

The question in this case was whether, in a winding up, the court had jurisdiction to impose terms upon debenture-holders who applied for leave to take possession of the whole of the assets of the company under the special powers of their security. By the debentures the company, as beneficial owner, charged with payment all its present and future property and undertaking, and it was provided that, at any time after the principal had become payable or a winding-up petition had been presented against the company, the debenture-holders might appoint a receiver of all the property charged as if they were mortgagees within the Conveyancing Act, 1881, and such receiver should have power to take possession of the property, carry on the business, sell, and use the name of the company. On the 29th of March a winding-up petition was presented, and on the 30th a provisional liquidator was appointed. On the 8th of April the debenture-holders demanded payment; on the 4th of May a winding-up order was made, and on the 10th the debenture-holders appointed a receiver. They now applied by summons that the receiver might be at liberty, notwithstanding the appointment of an official liquidator, to take possession of all the property of the company.

KAY, J., said that to give such leave would stop the winding up and enable the receiver to carry on the business for years and years. It was said that the court had no power to interfere with the debenture-holders' rights as mortgagees. It was admitted that the receiver could not touch the assets without leave, but it was argued that the court had no power to refuse leave. If they had asked to have a receiver appointed the court would have appointed the official liquidator receiver for them. In some cases the rights of mortgagees had been put on very high ground, but they were in mortgages of specific property, and this was a mortgage of everything the company possessed. The petition had been advertised, so that, in a sense, the winding-up order was made in their presence. That did not take away their rights, but put them nearly in the position of a first mortgagee in whose presence an order had been made to realize the property, and who then asked the court to hand it over to him. This mortgage was partly legal and partly equitable. In his opinion the court had a discretion, and he should decline to allow the mortgagees to enforce their rights to that extent. He would appoint the official liquidator receiver for the debenture-holders, and give them leave to attend the proceedings and add their costs to their security. The costs of the liquidator as receiver would be specially reserved.—COUNSEL, *Rigby, Q.C., Renshaw, Q.C., and Theobald; Marten, Q.C., and Chester. SOLICITORS, Linklater & Co.; Bonner, Wright, Thompson, & Co.*

BURLAND & CO. v. BROXBURN OIL CO. (LIM.)—Chitty, J., 5th July.
PATENTS, &c., ACT, 1883, ss. 64, 74, 90—TRADE-MARK—FANCY WORD—DISCLAIMER.

This was an application by the plaintiffs, the registered owners of "Washerine," a trade-mark for soap, the prominent part of which consisted of the term "Washerine," for an injunction to restrain alleged infringement by the defendants. Chitty, J., decided that the word "Washerine" was descriptive, and not a fancy word within section 64 of the Patents, &c., Act, 1883, and the defendants accordingly applied for an order, under section 90 of the Act, for rectification of the register by expunging the word "Washerine." The plaintiffs resisted the defendants' motion on the ground that, the court having decided that "Washerine" was not a distinctive term, it was registrable under sections 64 and 74 as an addition to their signature and other printed matter entered on the register as their trade-mark. They further submitted that the provision in section 74 (2), which requires a distinctive word or combination of words common to the trade and admissible to registration by virtue of section 74 (1 b) to bear on the register a disclaimer against exclusive use, was not applicable to such a word as "Washerine," inasmuch as it was not a word in common use, and therefore not common to the trade within the meaning of the statute.

CHITTY, J., said that by "common to the trade" was meant "open to the trade," and the plaintiffs, therefore, were not entitled to register the word "Washerine" except in conjunction with a disclaimer against exclusive use. The interpretation given by him to the words in question was consistent with their meaning in ordinary language, and also was in harmony with previous decisions: *Humphries v. Taylor Drug Co.* (W. N., 1888, p. 214). The difficulties of construction in sections 64 and 74 of the Act of 1883 were met by the new enactments of the Amendment Act of 1888. He, however, was not paying regard to that Act when giving his decision in the present case. The defendants were entitled to the order they asked for, with costs.—COUNSEL, *Byrns, Q.C., and J. Cutler; Romer, Q.C., and Carpmal. SOLICITORS, Torr, Janeways, & Co.; Wilson, Bristowes, & Carpmal.*

Re GOODALL'S TRADE-MARK—North, J., 5th July.

TRADE-MARK—REGISTRATION—OPPOSED APPLICATION—WORDS COMMON TO TRADE—DISCLAIMER OF EXCLUSIVE RIGHT—DISCLAIMER AFTER APPLICATION FOR REGISTRATION—PATENTS, DESIGNS, AND TRADE-MARKS ACT, 1883, ss. 72 (SUB-SECTION 2), 74 (SUB-SECTION 2).

The question in this case was whether a trade-mark ought to be registered with a disclaimer of the right to the exclusive use of certain words which

were in common use in the trade. Pirie & Co. had registered in 1885 a trade-mark for paper and envelopes. The mark consisted of the words "Pirie's Parchment Bank," the words being placed in that order one above the other. Goodall & Son had applied for the registration of a trade-mark for paper (other than wall paper) and envelopes. This mark consisted of the figure of a heart, containing within it "No. 176." Above the heart were the words "Goodall's Cream-Wove Parchment Bank," and beneath the heart were the words "Note Paper." C. Goodall & Son, London. The heart and the surrounding words were all inclosed in a rectangle. Pirie & Co. opposed the registration of this mark, on the ground that the words "Parchment Bank" were common to the trade, and were calculated to deceive. The applicants had not, in their application, disclaimed any right to the exclusive use of the words, but they offered now to undertake to make the disclaimer. It was contended on their behalf that the words which they used in conjunction with the heart were only descriptive of the goods.

NORTH, J., refused to give a direction to register the applicants' trade-mark. He was of opinion that it ought not to be registered, because it contained the whole of Pirie & Co.'s trade-mark—viz., the words "Parchment Bank." He was also of opinion that it was now too late to make the disclaimer, inasmuch as sub-section 2 of section 74 said that the applicant for registration must disclaim "in his application" the right to the exclusive use of the common particulars. Without a disclaimer of the right to the exclusive use of the words of description, the application was bad.—COUNSEL, *Aston, Q.C., and E. S. Ford; Cozens-Hardy, Q.C., and Willis-Bund. SOLICITORS, Robbins, Billing, & Co.; Padison, Sons, & Fellows.*

Bankruptcy Cases.

Ex parte HART, Re HART—Q. B. Div., 2nd July.

LIQUIDATION BY ARRANGEMENT—REFUSAL OF DISCHARGE—CLOSING OF LIQUIDATION—SUBSEQUENT MEETING—RIGHT OF CREDITORS TO GRANT DISCHARGE—BANKRUPTCY ACT, 1869, s. 125—BANKRUPTCY (DISCHARGE AND CLOSURE) ACT, 1887, s. 2.

An important question was raised in this case as to the right of a person who had presented a petition under the Bankruptcy Act, 1869, to apply for his discharge under the provisions of that Act, notwithstanding the passing of the Bankruptcy (Discharge and Closure) Act, 1887. On the 17th of April, 1882, a petition under the Bankruptcy Act, 1869, was presented by the debtor to the Coventry County Court, which resulted in a liquidation by arrangement, a trustee being appointed with a committee of inspection. On the 4th of June, 1884, a meeting of the creditors was held, at which resolutions were passed releasing the trustee and closing the liquidation, and it was also resolved that the discharge of the debtor be refused. On the 11th of April, 1889, however, another meeting was held, at which the debtor obtained a resolution granting him his discharge, and he thereupon applied to the county court registrar, under section 125, sub-section (10), of the Bankruptcy Act, 1869, for a certificate to that effect. The matter was referred by the registrar to the county court judge, who refused to order the registration of the resolution, on the ground that the creditors had no power to grant the discharge, and that application ought to be made by the debtor under the Bankruptcy (Discharge and Closure) Act, 1887.

CAVE, J., affirmed the decision of the county court judge. His lordship said that the bankruptcy was an old bankruptcy under the Act of 1869, which, in fact, resulted in a liquidation, and some years ago there was a resolution of the creditors refusing the debtor his discharge and closing the bankruptcy. Quite recently a further meeting was held, at which it had been resolved to grant the discharge, and it was that resolution which the registrar refused to register, on the ground that the creditors had no power to pass it. It was impossible not to concur with the reasons given in his judgment by the county court judge, by which he refused to direct the registrar to give a certificate. It was clear that the creditors, having closed the liquidation in 1884, had no power now to pass a resolution granting the debtor his discharge. It had been contended in the county court that what had been done was a hardship on a liquidating debtor who had in such case no means of obtaining his discharge. But, as had been pointed out by the county court judge, there were two answers to that contention, for, in the first place, if the creditors, by their resolution, put the debtor into such a position that he could not obtain his discharge from them, the court, on being satisfied of the propriety of doing so, would have granted it on its own authority; and, secondly, section 2 of the Bankruptcy (Discharge and Closure) Act, 1887, now afforded a complete remedy, for by it express power was given to the court to grant a debtor his discharge on his application in such a case as this. That was the course which the debtor ought to have adopted, and he ought not, after the liquidation had been closed in 1884, to have summoned such creditors as would attend and get them to pass a resolution which they had no right to do.—COUNSEL, *Sidney Woolf. SOLICITORS, Crowders & Vizard, for Brouetts, Coventry.*

Ex parte HAWKINS, Re BRADBROOK—C. A. No. 1, 21st June.

BANKRUPTCY—SUMMONS TO ATTEND COURT FOR PURPOSE OF DISCOVERY—ILLNESS OF PERSON SUMMONED—JURISDICTION TO ORDER EXAMINATION OUT OF COURT—BANKRUPTCY ACT, 1883, s. 27—BANKRUPTCY RULES, 1886, r. 66.

A question arose in this case as to the jurisdiction of the Court of Bankruptcy under rule 66 of the Bankruptcy Rules, 1886, which provides that "the court may, in any matter where it shall appear necessary for the purposes of justice, make an order for the examination upon oath before

the court or any officer of the court, or any other person, and at any place, of any witness or person, and may empower any party to any such matter to give such deposition in evidence therein on such terms (if any) as the court may direct." At the instance of the trustee in the bankruptcy a summons had been issued, under section 27 of the Bankruptcy Act, 1883, requiring the person summoned to attend the court at a time appointed for the purpose of giving information respecting the dealings and property of the bankrupt. The person summoned was unable, by reason of illness, to attend at the time appointed, and there was evidence that he was in such a state of health that attendance for examination in court would endanger his life, but that he was capable of giving evidence if the examination could take place at his own residence. An application was thereupon made by the trustee that the examination might be taken at the witness's residence before an officer of the court or some other person appointed for the purpose. Mr. Registrar Giffard refused the application, being of opinion that he had no jurisdiction to make the order. He thought that *Re Hewitt* (15 Q. B. D. 159) shewed that rule 66 applied only to evidence to be given upon a motion actually before the court, and not to an examination for the purpose of discovery.

THE COURT (Lord ESHER, M.R., and LINDLEY and LOPES, L.J.J.) reversed the decision. Lord ESHER, M.R., said that it appeared to the registrar that a certain person could give evidence material to an inquiry in the bankruptcy, and thereupon the registrar directed that person to be summoned before the court to be examined. There was no doubt as to the jurisdiction to make that order, which was made under section 27 of the Bankruptcy Act, 1883. The moment the summons was issued and served section 27 was fulfilled, and the person summoned being thus before the court, it was his duty to attend the court, unless he was prevented by a sufficient cause. If he was prevented by such an illness as would render it dangerous to his life to attend the court, rule 66 applied in terms. There was nothing to confine the rule to anything less than the ordinary signification of the words, and there was no reason why it should be cut down. There was every reason why the words should receive their full signification. When a person who had been summoned under section 27 was prevented by illness from attending the court, it was "necessary for the purposes of justice" that he should be examined elsewhere, and then, under rule 66, the court could make an order that the examination should take place elsewhere. In *Re Hewitt* the court held that the power to summon a person for examination which was given by section 27, did not apply when the estate of a person dying insolvent was being administered in bankruptcy under section 125, and therefore rule 66 did not enable the court to examine a person for the purpose of discovery. The decision in *Re Hewitt* did not apply to the present case. The judgment of Jessel, M.R., in *Warner v. Mosses* (16 Ch. D. 100) was an authority in favour of making the order now asked for. LINDLEY, L.J., said that it was extremely important that there should be some mode of taking the evidence of a witness who was unable to attend the court. He thought rule 66 gave power to do this. There was nothing in *Re Hewitt* contrary to the present decision, except some general observations made by Cave, J., but which were not directed to the point which now arose. When once there was jurisdiction to summon a person for examination for the purpose of discovery, the power given by rule 66 applied. LOPES, L.J., concurred. The case was remitted to the registrar, that he might deal with the application on its merits.—COUNSEL, *Herbert Reed*. SOLICITOR, *R. Raphael*.

Solicitors' Cases.

SOLICITOR ORDERED TO BE SUSPENDED FROM PRACTICE.

July 8.—GEORGE BESELY WILSON (Newcastle-on-Tyne), suspended for eighteen months.

The president, Mr. B. G. Lake, the vice-president, Mr. G. Keen, and the Council of the Incorporated Law Society entertained at dinner on Wednesday the Lord Mayor, the Earl of Feversham, Lord Arundell of Wardour, Lord Stanley of Alderley, Mr. Justice Chitty, Mr. Justice Stirling, Sir Thomas Chambers, Q.C., Sir J. H. Fawcett, the Master of the Drapers' Company, the Warden of the Fishmongers' Company, the Warden of the Salters' Company, the Warden of the Vintners' Company, Sir J. Monckton, Mr. C. W. Weldon, Q.C., Mr. Ingle Joyce, Mr. Crawford, Captain H. L. Capel Holden, R.A., Mr. J. C. Parkinson, the Rev. C. Outram Marshall, Mr. J. G. Griffith, the Rev. J. G. Mills, Mr. J. Aldin Moore, Mr. C. Knight Watson, Mr. Hazlefoot, Mr. C. O. Humphreys, Mr. H. Emmerton, Mr. F. Francis, Mr. Day, Mr. Fraser, Mr. E. W. Williamson, Mr. S. P. B. Bucknill. The following members of the Council were also present:—Mr. Janson, Sir Henry Parker, Mr. Bristow, Mr. Markby, Mr. Thomas Martineau, Mr. Cunliffe, Mr. Addison, Mr. Pemberton, Mr. Pennington, Mr. Morrell, Mr. Hussey, Mr. Hunter, Mr. Heelis, Mr. Margetta, Mr. Saunders.

The Trust Funds Investment Bill was read a third time in the House of Commons on Monday, after an amendment had been made enabling investments to be made in the stock of any corporation established by Act of Parliament for the purpose of supplying water and having a compulsory power of levying rates, provided that for ten years past before the date of investment the rates levied should not have exceeded eighty per cent. of the amount authorized by law to be levied.

THE LAND TRANSFER BILL.

ALTHOUGH the Land Transfer Bill has disappeared for the present session, it seems desirable to place on record for future use some of the reasons which have been alleged in opposition to it. We have been favoured with a report of the speech of Earl Beauchamp on the third reading of the Bill, which states very clearly some of these reasons. It is as follows:—

EARL BEAUCHAMP.—My lords, the noble and learned lord who last spoke altogether failed, in my opinion, to meet the objections raised to this measure by the noble marquis. Of course, the executors cannot alienate the property or otherwise deal with it; but, as a matter of fact, they can keep out of possession for a time the persons entitled to it. The noble and learned earl gave what I must take leave to describe as a very remarkable examination of the observations of the noble marquis with regard to expenses. The noble marquis contended, and, I think, with justice, that this Bill will entail great expenses upon the landed interest. What was the answer of the noble and learned lord? He said the insurance fund is not to exceed more than a farthing in the pound. Yes, but what will be the other fees? Has the noble and learned lord ventured to form any estimate as to what the other expenses will be? If the provisions of the Bill are looked into, I do not think it will be found that the noble marquis has taken at all an exaggerated view of the expense. We have heard estimates before now of expenses under various Bills. We were told that the education rate would never exceed 3d. in the pound, and we know how that prophecy has failed. I decline to accept estimates so indefinite as those to which we have been treated by the noble lord. What was the other observation that the noble and learned lord made upon my noble friend's speech? He told us that the system of caveat was a system in use with regard to the public funds and with regard to moneys passing every day. But your lordships will remember that there is a very great difference between dealing with funds or railway shares and dealing with land. If you are defrauded of so much money, those who commit the fraud can be made to pay it back again; but if you are defrauded of land, very great injustice is done to you and those coming after you. The nature of land is altogether distinct from the nature of money. But, said the noble and learned lord, the principle has been over and over again adopted by this House. Is that so? There was an occasion, in 1875, when the noble and learned lord himself raised the question of compulsion, and your lordships distinctly rejected it. The question was then precisely on all fours with the question raised in this Bill. Lord Cairns, in the year 1874, brought in a Bill in which he accepted the principle of compulsory registration of title in deference to the noble and learned earl who had then preceded him; but when Lord Cairns fully examined the question, he found that the reasons against compulsory registration of title far outweighed the advantages to be gained from it, and Lord Cairns, in 1875, deliberately omitted from his Bill the principle of compulsory registration of title to land. The noble and learned lord opposite (Lord Selborne) raised the question in this House, a distinct issue was taken, and a distinct verdict was arrived at. Therefore, I say, that so far as the verdict of this House has been pronounced, it has been pronounced distinctly and unequivocally against the compulsory registration of title to land. I would venture to say something now in reference to what fell from the noble and learned lord on the woolsack with regard to the course of proceeding. I am not open to the charge of not having taken exception to this Bill. Last year, on the occasion of the second reading, I ventured to trouble your lordships at some length with regard to my objections to part 4, and I shall not now repeat them; but at all events, I did raise those objections, and as the noble and learned lord on the woolsack says, part of them were raised before the Select Committee, and so far as regards the right of persons taking through lunatics and minors dying intestate, the committee gave effect to the objection which I raised so far as existing settlements were affected; but when the question was raised with regard to lunatics and minors in the future, the noble lord who had supported me up to that point informed me that as regarded the future, though he had drawn the clause, he was not himself prepared to support it. Under those circumstances, I did not see my way to pursue the subject further before the Select Committee. But, at the same time, I consider I am quite within my right in raising the question before your lordships at the present moment. The noble and learned lord on the woolsack said he had been taken by surprise. Why, it is nearly a month ago since the first notice was given in this House. The moment the Bill had passed in committee, notice was given that objection would be taken to the whole Bill on the third reading. Therefore, I fail to see how the noble and learned lord can have been taken by surprise. I will not trouble your lordships upon part 4, but I should like to say a word or two with regard to this question of compulsory registration. It is perfectly true, I frankly admit, that when the committee were going through that part of the Bill I was not so conversant with the matter as I have been compelled by circumstances to become now; and I had then more confidence in the noble and learned lord on the woolsack than at the present moment, I am sorry to say, he enjoys. I then did not appreciate all the mischiefs that were lurking behind the question of compulsory registration, and I did not know the great authority which there was against it. The noble and learned lord may take that admission for what it is worth. We are not all of us trained lawyers. But I wish your lordships to consider this. The landed interest in this country does not exist for the sole purpose of affording subject-matter for a scientific system of the sale and transfer of land. The sale and transfer of estates forms but a very small part of the laws affecting land. The primary object of the land laws of this country is not that land should be bought and sold, but that a person

should enjoy peaceably the land which belongs to him. The sale and transfer of land is a very small percentage of the transactions. There are questions of mortgages, there are settlements, there are charges of all sorts and kinds, and when, after all, you have succeeded in making a theoretically perfect system for the sale and transfer of land, if you attain that theoretically perfect system at the expense of great inconvenience and annoyance and delay and cost attaching to all the ordinary transactions of every-day life, you are buying very dearly indeed a theoretical advantage for which you get no adequate compensation. The interests of the land of this country are of far more importance than satisfying the theories of pedants and fanatics with regard to the transfer of land. I take it that the object of the land laws of this country is the peaceable enjoyment of land, and not merely the facilitating of the transfer of land. I wish to remind your lordships that in the year 1878-79 a very strong committee of the House of Commons sat to inquire into the reasons why Lord Cairns' Act of 1875 had not proved popular and effective. That was a very strong committee, which was composed of persons fully conversant with the matter and conversant with the ordinary transactions of everyday life affecting land, and it made a most valuable and important report. Various persons gave evidence before that committee, and amongst them was a noble lord whom I do not see in his place (Lord Thring). Lord Thring said:—"The only question is whether it is the province of the Legislature to compel a man to do with his own estate what he does not wish to do." That was the view that Lord Thring put in his evidence before the committee with regard to the abstract propriety of the Legislature compelling a person to do with his property that which he does not want to do. Then, again, Mr. Howard Elphinstone gave evidence before that committee. He said:—"I may say as a matter of history that in England, whenever you passed an Act of Parliament to make people do something which they do not like to do they have never done it. If you tried it we should set our wits to work to evade it." I think, my lords, that is the result of passing laws which are not in consonance with the real wishes of the people—that if you pass them they will evade them. I am rather surprised that after what has been said before we have now heard so little about Australia. The noble and learned lord said just now, as I understood him, that in all other countries there was a compulsory system of registration, but I cannot indorse that observation. It is perfectly true that in Australia there is a compulsory system of registration; but it is not a compulsory system of registration of title; it is a compulsory system of registration of deeds. I will say something presently about the application of such a system to this country; but so far as Australia is concerned, it is a system which is, in its essence, a voluntary system. It is a system so consonant to the wishes of the people that the compulsion is not brought into use. There is no such thing as a compulsory system of registration of title in Australia; it is only that it has become so convenient to do it that everybody does it. But, my lords, the circumstances of Australia are not at all to be compared with the circumstances of England. The Committee of the House of Commons to which I have referred with regard to Australia took the evidence of Sir Robert Torrens, the author of the system, and the evidence of Sir Arthur Blyth, a person most competent to give an opinion upon the subject, and they described the difference which existed between this country and Australia. In Australia you have a system of Crown grants, all of very recent dates; you have young titles; you have habits and customs of the people entirely different from our own. They look upon land as an article of commerce; they have not ancestral traditions or title deeds going back centuries as we have in this country, and yet, notwithstanding the difference between Australia and England, notwithstanding the advantages which the system in Australia gives to the landed interest, there the registration of title is not compulsory. I beg your lordships to understand that it is the registration of deeds which is compulsory, and that is a most important distinction. The Committee of the House of Commons to which I have referred, which sat during two sessions—1878 and 1879—made various recommendations for the improvement of Lord Cairns' Act. What do you find in the report of the committee? Did they recommend the compulsory registration of titles? No; I do not think any voice was raised in that committee in support of such a proposal, and certainly it is not recommended in the report. Nobody pretended that compulsory registration would be a panacea for Lord Cairns' Act. And that, I must remind your lordships, was after the noble and learned lord (Lord Selborne), who had always been a strong advocate for compulsion, had raised the question in this House; and, therefore, it had been fully before this Committee of the House of Commons, and they deliberately refrained from recommending compulsory registration of title. Then, did they recommend so drastic an alteration of the laws of real property as that which is embodied in the Bill before us? No, they did nothing of the kind. There was a gentle hint to the effect that some such a scheme had been proposed, but they carefully refrained from making any such recommendation. Then, did they propose any shadowy scheme which would invest the Lord Chancellor for the time being with not only a vast amount of patronage, but a vast amount of legislative power such as is reserved to him in this Bill? No, their recommendations were very different. One of the first things, if not the first thing, that they recommended was the curtailment of conveyances, and that has been done. In the year 1881 Parliament passed an Act, at the instigation of Lord Cairns, which very greatly curtailed the length of conveyances, and simplified enormously the transfer of land. That was the practical recommendation of the House of Commons, and to that Parliament gave effect. They recommended further that there should be a representative of real property in the case of death. That is a matter which I will not pursue further because it has been already adverted to by the noble and learned lord, and although it is proposed by this Bill, it is not such a serious matter

that I need trouble your lordships upon it. Another practical recommendation which they made was the acceleration of the completion of the cadastral survey, and that has been done. Then another matter which they recommended was the establishment of district centres for the registration of assurances with proper indexes. Your lordships will remember that the great cost of conveyancing, and the great bulk of the conveyances, is mainly due to the recitals of deeds; and, therefore, the system which was adopted in 1881, upon the recommendation of Lord Cairns, following out the report of the Committee of the House of Commons, is one which must, generation after generation, bear increasing and additional fruit, and tend very much to diminish the cost of conveyancing, upon which so much stress has been laid. Those, my lords, were the practical recommendations of the Committee of the House of Commons in the year 1879. There are ten recommendations altogether, but I will not weary your lordships by pursuing them. Yet, my lords, what we are asked to do now is not merely to confirm and strengthen Lord Cairns' Acts of 1875 and 1881, but you are asked to introduce a system which he deliberately rejected. I think it is a great mistake to be always interfering with our landed system. If a gentleman has a new and ambitious gardener who is always desirous of investigating the growth of the roots which his predecessor planted, and was always digging them up for the purpose of investigation, or for the purpose of establishing some new system, you would not find that his employer gained a very great profit by him, and I think we should do much better to leave the operation of Lord Cairns' Act, as improved and simplified by the Acts of 1881 and 1882, rather than indulge in an ambitious scheme for unsettling what is already done, and making a fresh departure. I should like to say something more with regard to the expenses under this Bill. Lord Cairns gave evidence before that committee, and he said that he thought, assuming that the principle of compulsory registration were adopted, it would be quite impossible to do with less than 60 registration divisions. Think of that, my lords—60 Land Courts all over the country! That cannot be carried into effect without a staff of registrars and officers of all kinds all over the country which must involve very considerable expense, and there is this further consideration—we have made great sacrifices to simplify county administration. We are told "Your Poor Law Authorities and your County Administration overlap," and yet now you are going to introduce an entirely new division into the country for the purpose of land transfer, and to add additional complications to those which already exist. I must say that it seems to me, after the legislation of last year with regard to the simplification of county administration, it is rather strange to find the authors of this Bill introducing an entirely different system for the division of the country for legal purposes, for the registration of land titles, without any indication whatever as to the method of division which they propose to adopt. You may look the Bill through, and you will find no clue whatever to the manner in which the country is to be divided for this purpose. It is entirely to be done by Order in Council; and thus the system is not, in the first instance, to be compulsory. You are to have, by degrees, first one, and then another, district brought within the circle of compulsion. My lords, I venture to think that the history of land law reform in this country is a very instructive one. Where those reforms have given effect to popular opinions which have been gradually growing, they have been gladly welcomed throughout the country; but I am convinced that if we introduce a new system which is alien to the wishes of the people, you cannot expect that the legislation will bear good fruit. I ask the authors of this Bill, have you confidence in this system or not? If you have confidence in your system, why is it necessary to compel everybody to come in? You have the example of Australia to show you that if you have a wise and proper system people will gladly come in, and it will in a very short time meet with universal adoption. If, on the other hand, you have not confidence in your system, what right have you to charge the land-owners of the present generation with the enormous cost and inconvenience of the system which you propose? If you tell me it is for the good of posterity, then I say posterity ought to pay. If it is for the good of the society at large that thirty years hence titles should be simplified, I do not see why you should put the unfortunate owners of land at the present moment to the great burdens which the Bill would entail. Surely if you are doing it for the benefit of the community at large, the community at large ought to bear the cost. This is not a moment when the landed interest can voluntarily take upon itself a burden so great. I venture to think that if Lord Cairns, with his great sagacity, recoiled from making his system of registration compulsory, we cannot expect success at the hands of those who are now trying to string the bow of Ulysses. When we know that the mature judgment of Lord Cairns was against compulsory registration, I do not think we should be wise in now attempting to establish it. We have been told that this is a Bill coming from the hands of a Conservative Government, and that, therefore, we ought to accept it. My lords, I think an argument of that kind comes too late. We who are engaged in painfully trying to lick into shape the frankly democratic measure known as the Local Self-Government Bill, and are now only beginning dimly to appreciate the large burden which it imposes upon the land, cannot blindly accept at the hands of her Majesty's Government any measures they choose to propose without knowing what will be their exact effect. I decline to take this matter upon trust from her Majesty's Government. I think it is the duty of your lordships when a measure of this sort is submitted to you to consider it carefully, and to ascertain whether it has been coined at Hatfield or at Brummagem. We are told that if we do not agree to this measure now, worse things are in store for us. I cannot accept that argument. It was used once very successfully by Sir Boyle Roche, when he said that he would sacrifice one-half or even the whole of his liberties in order to preserve the remainder; but I

am not prepared to sacrifice the half simply because the loss of the remainder is threatened, and I do not see that it is wise or prudent for us to accept a measure which we believe in our hearts to be mischievous because it is for the convenience of Ministers or because it is feared something worse is coming. I should like to remind your lordships, in conclusion, of some words used in this House in the year 1871:—"After all, if we are only to exercise our authority by sacrificing our opinions, is it quite worth while to possess that authority at all?" Those are the words of the Marquis of Salisbury, and I commend them to your lordships' consideration. I heartily support the motion of the noble Duke for the rejection of this Bill.

Mr. Hugh M. Humphry concludes a trenchant article on the Land Transfer Bill in the current number of the *Law Quarterly Review* with the following remarks:—"It is impossible to resist the conclusion that this Bill is framed on the assumption that inasmuch as some transactions have been carried through in a registry office, every transaction can be carried through in like manner. The hollowness of this reasoning is easily exposed. When two persons of average business capacity choose to carry out a sale of land through the registry, they do so because they know it can be done in that particular case, because the title is simple and the office conveniently at hand. But if the title is one which can only be satisfactorily registered after great expense, or if there is no office within easy distance, of course they prefer to do the business by the cheaper and quicker process of executing a deed. The difference between the two systems may almost be summed up thus: under the existing system it is necessary to prove that the land belongs to the man, under the proposed system the man must be proved to belong to the land. The fault of the existing system is that too elaborate proof of title is required involving unnecessary expense in time and money: this can be easily remedied by reducing the period during which title has to be shewn to twelve or even six years and by protecting the *bona fide* purchaser for value instead of giving no protection even to the full title of forty years unless the Statutes of Limitations apply. The fault of the proposed system is the difficulty and inconvenience of proving the man. It acts on the assumption that in every transaction the parties will attend at the office, and will be either known personally to the registrar or identified to his satisfaction. It breaks down directly it is brought into contact with the facts of life—a broken leg, absence from home, or ten miles distance from a railway station. If it is answered that these difficulties are to be met by the production of the land certificate coupled with a power of attorney, then let the necessary formalities and precautions to guard against fraud be first embodied in the Bill, let it tell us how the registrar will satisfy himself that the certificate is not stolen and the power of attorney not forged before he sanctions the payment of money from one unknown individual to another and makes an entry which conveys away a man's land in his absence. The essence of the measure lies in its details, and these ought to be embodied in the Act itself. In this lies the immediate difficulty, in this the convenience of leaving everything to the hereafter of rules. But until this has been done the possibility of working the system universally without extreme inconvenience cost and loss of time may well be doubted. The fact that in other countries registration of titles has been found to answer fairly well is no argument why this country should exchange her existing system for one of registration. Readers of Sir Henry Maine's *Ancient Law* will remember that the course of development has invariably been from the public and formal to the private and informal mode of conducting business. We have long ago got rid of the cumbersome ceremonial by which the vendor and purchaser registered as it were the transaction in the eyes of all the neighbourhood. Experience has shewn that the most convenient and therefore the cheapest form of dealing with land is that which is carried out between the parties or their agents in a private room. Already complaints are made in the colonies that their system adapted to simple cases of selling or mortgaging a square allotment or a sheep run marked on an official map does not altogether accommodate itself to the requirements of town life. No instance can be shewn of a country using its land as we do ours, leasing it for building or mining, borrowing money on it for a few days for business purposes, or settling it for the benefit of children yet unborn, and carrying out all these different objects by means of registration. It will be a strange comment on the mother's attempt to reverse the course of history if her children across the ocean should at the same time seek to emancipate themselves from those fetters which she is anxious to resume.

"A Country Solicitor," who has on previous occasions done good service by his admirably-written letters, writes to the *Spectator* as follows:—"A few weeks ago you permitted me to correct a misapprehension on the part of one of your correspondents as to the grounds of the opposition offered by the legal profession, or at all events by the solicitor branch of it, to the Land Transfer Bill. Will you permit me now to assure you that, in some measure at all events, you mistake the grounds of the vigorous opposition it has encountered in the House of Lords? The Bill may be divided into two parts, each having an entirely different object. It proposes to amend the law governing the devolution of the real estate of intestates, both by the abolition of primogeniture and in some other respects. It also contemplates the substitution for the present methods of transfer of land and conveyancing, of a system of registration of title and conveyance by entry on the register. This latter object is entirely distinct from the former, and the opposition not only of the solicitors, but of a very large number of persons outside the profession to the Bill, is due entirely to the fact that it proposes to compel registration of title. The Lord Chancellor has been urged to introduce a measure embodying the amendments of the law contained in Part IV. of the Bill now before the House of Lords—and were he to do so, many

of the most strenuous opponents of the present scheme would wish him god-speed—but he refuses persistently to do anything of the kind, and urges that the objections of the solicitors to the compulsory registration of title to land are due merely to their dread that it will affect their pockets. It is quite true they think it may do so, but in a very different way from that which the Lord Chancellor suggests. That it will simplify and cheapen dealings in land, they do not believe; they are convinced it will seriously increase the expense of all transfers of realty, and create such confusion and difficulty, especially in small transactions, as to hamper sales and mortgages; and thus, and thus only, do they expect to suffer. They have pressed this view on their clients, among others on those who have seats in the Upper House, and a very large number of the votes against the Bill were due to such considerations, and not to the political ones you mention. It is, of course, impossible for me to explain here the reasons for this opinion; they have been stated in detail in various publications, and they are shared by the Free Land League, and by such advocates of small holdings as Mr. Arthur Arnold. The late Lord Cairns, whose grasp of this branch of the law was almost unrivalled, abandoned the idea of making registration compulsory; and even in the earlier stages of his measures, he proposed to except from its operation all sales and similar transactions where the consideration was less than £300. The objections to the recent Bill, from the point of view of the solicitors, are stated with great force and accuracy by Sir Henry James in a letter recently addressed to one of his constituents. After stating that, when he was Attorney-General, he gave a great deal of attention to the subject of land transfer, in the hope that he might discover some method of simplifying and cheapening it, and explaining the difficulties in the way of establishing a system of registration, he writes:—"If registration be compulsory, the burthen on everybody transferring land would be most serious, and in many instances absurdly great, in relation to the value of the property transferred. . . . It is because I am an extreme land-law reformer that I consider the Bill of the Government insufficient and unsatisfactory. If the present Government are really in earnest in their desire to abolish primogeniture and reform the land laws, let them introduce next session a measure assimilating the devolution of the real property of intestates to the present devolution of personality; and I think I know enough of the views of the opponents of the present scheme to say that it will pass, when unhampered by the compulsory registration clauses, almost without opposition."

LAW SOCIETIES.

SOLICITORS' BENEVOLENT ASSOCIATION.

The usual monthly meeting of the board of directors of this association was held at the Law Institution, Chancery-lane, London, on Wednesday, the 10th inst., Mr. Henry Roscoe in the chair. The other directors present were:—Messrs. H. Holland Burne (Bath), H. Morten Cotton, G. Burrow Gregory, Samuel Harris (Leicester), Edwin Hedger, John Hunter, R. Pennington, J. Anderson Rose, R. W. Tweedie, Frederic T. Woulbert, and J. T. Scott (secretary). A sum of £485 was distributed in grants of relief, fifty-nine new members were admitted to the association and other general business was transacted.

LAW ASSOCIATION.

At an extraordinary general court, held at the hall of the Incorporated Law Society, on Thursday, the 11th inst.—the following being present, viz.:—Mr. John Boodle (chairman), Messrs. Barrow, Barrett, Cronin, Desborough, Doyle, Finch, Hedger, Lucas, Peacock, Sidney Smith, Thorn, Toovey, and Arthur Carpenter (secretary)—Mr. Sidney Smith moved, and Mr. Doyle seconded, that the life subscription should be reduced to ten guineas, and the annual subscription to one guinea. Mr. Finch moved as an amendment, and Mr. Thorn seconded, that the question be adjourned for further consideration. The amendment was carried.

LAW STUDENTS' JOURNAL.

THE INCORPORATED LAW SOCIETY.

INTERMEDIATE EXAMINATION.

The following candidates (whose names are in alphabetical order) were successful at the Intermediate Examination held on the 20th of June, 1889:—

Aldous, Thomas Henry
Amphlett, James
Anthony, Ernest Frank
Armitage, William
Arnold, Thomas Kerchever, B.A.
Ash, William Shepley
Atkinson, George Anthony John
Badger, James Walton
Bailey, George William
Bailey, Sydney Alexander
Baldwin, Arthur
Barthorp, Henry Arthur, B.A.
Bate, George
Bardall, Lennox John

Béchervaise, Edgar John
Birch, William Henry
Bovill, Frederick Walter, B.A.
Bowman, John Hungerford
Bown, William Langedale
Brabner, George Harold
Bradley, Raymond Joseph
Bradley, Warwick Vernon
Brook, Willie
Broughton, James Arthur
Brownjohn, John George Maxwell
Burchell, Tufnell
Carver, Frank, B.A.
Child, Stephen Ambrose, B.A.

- Chrisp, James
 Clarke, Arthur
 Clarke, Arthur Edwin
 Clarke, Reginald Jaeger
 Clarkson, Henry William
 Clay, Francis Maynard
 Colby, Charles Llewellyn Whytehead
 Coles, William Henry Somerset
 Collin, John
 Cook, Arthur Courtenay
 Cook, Frederick William
 Cousins, Frederick Charles, B.A.
 Cotton, Arthur Fernandez
 Craddock, Job
 Crawford, Ernest Edward
 Cuff, Arthur William
 Davies, Edward Gaskell, B.A.
 Dawes, Edward William
 Denison, John Joseph
 Dickinson, Oliver Horace, B.A.
 Dobbs, Thomas George
 Dolman, Arthur Henry
 Dommett, William, B.A.
 Douglas, Henry Percy
 Eden-Hiron, Lionel
 Elliot, Alfred Henry
 Emanuel, Charles Ansell
 Evans, John Boucher
 Evans, William Roberts Howard
 Farman, Edgar
 Fawcett, Harry Meymott
 Finley, Reginald Mainwaring
 Fowkes, Henry Evett, B.A.
 Franklin, William Vaughan
 Garside, Thomas Herbert
 Gibbons, Thomas Clarke Pilling
 Godwin, Benjamin Frederic
 Gould, Arthur
 Greenish, Samuel Knethell
 Grylls, Reginald Michell
 Gush, Frank
 Haines, George Warden
 Harding, George Valentine, R.A.
 Hartley, George Mason
 Hill, John George
 Holme, Randle Fynes Wilson, B.A.
 Holmes, Charles Walker
 Hunt, Charles
 Hutchinson, Elliot St. Maurice
 Irwin, Acheson
 Jackson, Nicholas Goddard
 Jackson, William, M.A., B.C.L.
 Jardine, John Robert
 Jarratt, John Ernest
 Joblin, Francis Edward
 Johnson, Joseph Edwin
 Jolly, George
 Jones, Herbert Charlton
 Kay, Arthur
 Kent, Henry Edwin Hunter, B.A.
 Kingdon, John Abraham
 Knight, Edward Boards
 Langley, Henry Gilchrist
 Lawson, Frank Edward
 Ley, Frank Ernest Rooke
 Lucas, James William
 Macfie, James
 McKelvie, George Lockhart, B.A.
 Marriott, Douglas, B.A.
 Marsden, George Herbert
 Marshall, William
 Marson, Lionel James
 Mathews, Henry Noble
 Meakin, Harry Rowland
 Meakin, James Robinson
 Megaon, Fred
 Mellor, Godfrey William Paget, B.A.
 Metcalfe, Robert Kynaston
 Millington, Herbert Ashlin
 Mills, Frederick William
 Milton, James Clymo
 Moore, Neville Gregory
- Moran, Frederick William Grace
 Mullens, Harold Arthur
 Munton, Ernest William
 Murdin, John Robert
 Murray, William Charles, B.A.
 Nowell, Gilbert Henry
 Oldham, Ernest Fitzjohn
 Oliver, Charles Frederick
 Orme, William Thomas Mansfield
 Osborne, Algernon Willoughby, B.A.
 Osgood, William Henry
 Page, Vaughan
 Pain, Phillip
 Parham, Thomas Neville Maskelyne
 Paton, John Wilson
 Perry, John James
 Pickles, Ernest
 Poole, Reginald Ward Edward Lane, B.A.
 Porter, Roderick
 Powell, Thomas Hopkins
 Reddish, Henry Lupton
 Rees, David George
 Rhodes, James Furness
 Richards, Thomas James
 Ridley, Frank Colborne, B.A.
 Ritson, Cecil Spark
 Roberts, William Pierce
 Roscoe, Henry Lincoln, B.A.
 Routledge, John
 Ruff, John Pinn
 Russell, William Mozart
 St. George, Charles Henry
 Sandford, Leslie Gordon
 Seacombe, Robert Owen
 Seaton, Charles Algernon
 Seldon, William Britton
 Sharpe, Francis Joseph Threlfall, B.A.
 Sharpe, Henry Cecil, B.A.
 Squire, Charles
 Steele, Henry Squire
 Stevens, Howard Eustace
 Stewart, Robert Bruce, B.A.
 Stratton, Undecimus
 Street, Arthur
 Sugden, Herbert Stanley
 Swayne, Harry Walter
 Symonds, William Frederick John
 Taylor, Athelstane Artaud
 Taylor, Frederick Percy
 Teather, William Linsey
 Thomas, Henry Arthur, B.A.
 Thomas, Sidney Herbert
 Timms, Alfred Henry
 Toogood, Reginald Curtis
 Tooth, Percy Ernest, B.A.
 Trenchard, John Henry Mohun
 Ashfordby
 Trenfield, Harry
 Tuely, Seymour
 Twist, Cecil Frederick
 Urwin, James William
 Vallance, William Charles
 Vincent, Charles Cooper
 Wagner, Albert James
 Wainwright, Ernest Harold, B.A.
 Waistell, Charles Rowland
 Wakeman, George Herbert
 Walker, Percival Field
 Wallis, Walter Freeman
 Walmeley, Francis
 Walton, Walter Edward Baskerville, B.A.
 Ward, Henry William
 Wedlake, Charles Noel
 Wesley, George Walter, B.A.
 White, Benjamin Carr
 Wilkinson, Herbert
 Wilkinson, Richard Arthur
 Williams, Hugh Henry
 Windus, John Edward
 Winter, Walter Gurney
- Armitage, Henry Allen
 Arnall, William Eneet
 Arnould, Ernest Joseph Alfred
 Aspinall, Frederick Lewis
 Attale, Jules Ernest
 Avry, Benjamin
 Baldwin, Edgar
 Barker, Lionel Robert
 Barraclough, Norman Charles, LL.B.
 Barrett, Horace
 Benningfield, Ellington Nicholas
 Bentley, Joseph Arnold
 Bilaborrow, James
 Blackman, Arthur
 Blacknurse, Solomon James
 Bland, Alexander Frederick
 Bolton, John Edward
 Bottrill, William Evans
 Bowles, Charles Robert
 Braby, Percy
 Braithwaite, Frederick Charles
 Breese, Charles Edward
 Brooks, Frederic
 Broomhall, Thomas Henry
 Bros, Thomas Alfred
 Broughton, Urban Richard
 Bryant, Thomas Egerton, B.A.
 Buckland, Richard William Bowry
 Bull, William James
 Burrows, Harold
 Burton, Alfred Christopher
 Calvert, Edward Wood
 Charlesworth, Charles Percy
 Clark, Edward George
 Clarke, Arthur Edwin
 Clarke, Henry Garrard
 Clay, Isaac Whiteley, B.A.
 Clements, Charles Edmund
 Clode, Tracy Percy
 Cooper, Thomas
 Copeland, Frederick
 Copley, Harry
 Cornwall, Frank Herbert Goode
 Cresswell, Henry Albert
 Curtis, Arthur Sicaud
 Daltry, Bertram Harvey Reginald, B.A.
 Davies, Willie Arthur
 Dodd, Charles Haffenden
 Douglas, Walter John, B.A.
 Duke, Gilbert Ashton
 Earle, Percy William Leighton
 Eddowes, Herbert Macaulay, B.A.
 Edmunds, David Rees
 Eglington, John Peppercorn
 Ellis, Evelyn Campbell
 Ellis, William Twigg
 Eve, Charles Henry
 Faber, Charles Edward
 Fearon, John Francis
 Fenwick, Featherstone
 Fish, George Alfred Briggs
 Fletcher, James Herbert
 Fletcher, Thomas
 Flint, Ernest Reginald
 Forbes, Alexander Staats
 Freeman, Charles
 Fryer, Charles Arthur
 Gamlin, Francis John
 Gamon, John Percival
 Garnett, Robert Singleton
 Gilbert, Arthur
 Goodacre, Hugh George
 Green, Charles Tertius
 Greenwood, John Anderton, B.A., LL.B.
 Halford, Harry Sebastian
 Hardy, William Hunter
 Hart, Albert Denison
 Hartley, Charles Edward
 Harvey, Arthur Grahame
 Haviland, Frederick Henry, B.A.
 Hawks, Herbert Spence, B.A.
 Hayfield, Charles
 Helliwell, Walter
 Hext, George Kendall, B.A.
 Hill, Frank Herbert
 Hill, George March
 Hill, Henry Ainalie
 Hilleary, Frederic Edward Aubyn, B.A., LL.M.
 Hind, Herbert
 Hocking, Thomas Richard
- Hodge, Wilmot
 Holden, Charles James
 Holmes, Thomas Barton, B.A.
 Holt, James William
 Hood, Frederick Arthur
 Hough, Topham Hough, B.A.
 Howe, Charles Edward
 Hoyle, Charles Collins
 Humphreys, John
 Hunt, Albin Llewellyn
 Hutchin, William
 Ingram, Andrewes
 Jacks, Dixon
 Jackson, Harold Ringrose
 Jacques, John William Frederick
 James, Richard Arthur George
 Jaques, Alfred Charles
 Jones, Edgar William
 Jones, Griffith
 Knott, Henry William Howard
 Knowles, Frederic
 Kottgen, Charles Adolf
 Kuhling, Henry Louis, B.A.
 Lamb, William Richard
 Lees, George Frederick
 Legge, Robert Oliver
 Letchford, Sydney Robert
 Lewis, David Griffiths
 Lewis, Edward William
 Liddle, George James
 Lodge, Albert Edward
 Lowden, Charles Edwin Stuart
 Lumley, Claude Basil
 Lundi, Fr. drico George
 McAlpin, Kenneth, B.A.
 Malkin, Tom William
 Maples, Ashley Kilehaw
 Marks, James Jones, B.A.
 Marriott, Thomas
 Marsden, Charles Westall
 Martin, Alen Scott
 Martin, Percy William
 Marzetti, Eustace
 Maughan, Charles Ormond, B.A., LL.B.
 May, Robert George, B.A.
 Maylam, Percy
 Mayo, Henry Herbert Worsfold
 Meade-King, Herbert Edward, B.A.
 Medcraft, Richard Hankinson
 Newburn, George Richmond, B.A.
 Miller, Arnold Henry
 Mills, Charles
 Moger, George Ernest, B.A.
 Monks, John Thomas
 Moore, Charles William, B.A.
 Mutlow, Alfred Tombs
 Myatt, Herbert William
 Nettleship, Robert Murray
 Nichols, Robert Howey
 Nicholson, William Edward
 Noble, John Campion
 Oates, Joseph Henry
 Ormerod, Arthur Claude
 Padgett, Alfred
 Pattison, Hubert Foden
 Payne, John Bertram
 Pearce, William
 Pearson, Edward Francis Sidney
 Peters, Arthur, B.A.
 Phelps, Philip William Frowd
 Phillips, John William
 Phillips, Llewellyn
 Platt, Rowland
 Powell, Edward
 Pratt, John Tidd
 Priest, Frederick James
 Pring, Walter John
 Ravenscroft, Walter
 Rawstorne, Robert Edward, B.A.
 Rendall, Ernest Montague, B.A., LL.B.
 Reynolds, Bernard Lias
 Rideout, Edgar Howard
 Ritson, Thomas Youdale
 Roberts, Rhys Counsell
 Robinson, Arthur
 Robinson, Charles Burt
 Robinson, Charles Phineas
 Robinson, William James
 Rodgers, William Alexander
 Rogers, Alfred Watney
 Rogerson, George Foster
 Ross, Thomas Kelk

FINAL EXAMINATION.

The following candidates (whose names are in alphabetical order) were successful at the Final Examination held on the 18th and 19th of June, 1889:—

- Affleck, Alexander
 Alderson, Edward Philip Standby, B.A.
 Allen, John William Bird
 Angell, Tom Plowman
 Arkell, Thomas Norman, B.A.

Rusbforth, Robert Henry
 Russell, John Stanley Vaughan
 Sadler, William Russell
 Scanes, Ernest Albert
 Scott, Charles Edward
 Scott, Henry Albert
 Shirer, John Alexander, LL.B.
 Simmons, Harold Solomon
 Simpson, Edward Overend
 Singer, George Nicholas
 Smith, Joshua Pritchard Fellowes
 Spencer, John James
 Sprake, David Lewis
 Stafford, Stephen Goddard
 Steward, William Charles
 Stewart, George Lawrence, M.A.
 Street, Allen Peter
 Sturges, Francis William Murray, B.A.
 Sturt, Bertram
 Swainson, George Francis
 Swire, Samuel, B.A.
 Tallock, Edwin
 Taylor, John
 Terry, George Russell
 Tetley, Robert Henry
 Tewson, Harry Tewson
 Thomas, David Williams Evan
 Thomas, Evan Jenkin
 Thomas, Lewis Cobden
 Thompson, John

Thornely, Samuel
 Tickell, Arthur Hollick
 Tillett, Louis John
 Tolley, Frederick
 Trustram, Edward Jones, B.A.
 Turner, Thomas
 Vise, Frederick Charles Damer
 Walker, Copeland
 Wallis, Frank Gray
 Walsley, Herman
 Walsh, Frederick Albert
 Walters, Arthur Melmoth, B.A.
 Walters, Henry
 Ward, Charles Albert John
 Ward, James Michael
 Watkin, Alfred Hobson
 Watson, William Beavan
 Weeks, Herbert Arthur
 Westwell, Benjamin Thomas
 Whately, Henry Lawson
 White, Archer Moresby
 White, Frederick Lumley, B.A.
 Whitford, Charles Edward Shaw
 Wigan, Ernest Edward, B.A.
 Wilkinson, Basil Henry
 Williams, Matthew Edward
 Williams, Robert Thesiger Watkin
 Wills, Thomas
 Wilson, James Moffat
 Wilson, John Charles
 Wordworth, Thomas Henry

LEGAL NEWS.

OBITUARY.

Mr. WILLIAM RIBTON, barrister, died at 13, Portsea-place, Connaught-square, on the 3rd inst. in his seventy-fifth year. Mr. Ribton was the eldest son of Mr. Henry Ribton, of Dublin, and was born in 1815. He was educated at Trinity College, Dublin, and he was called to the bar at Lincoln's-inn in Easter Term, 1849. He practised on the South-Eastern Circuit, and he had for many years a considerable criminal practice at the Central Criminal Court, and at the Middlesex and Kent Sessions. He had also at one time a considerable business at *Nisi Prius*, occasionally holding leading briefs. He was an eloquent and humorous speaker, and an able cross-examiner. Mr. Ribton had been for several years a revising barrister for the county of Surrey. His second son, Mr. Theodore Ribton, was called to the bar at the Inner Temple in Michaelmas Term, 1871, and practises in the Chancery Division. At the County of London Sessions on the 6th inst. Sir Peter Edlin, Q.C., said that he could not help referring to the sad intelligence just received, of the death of Mr. Ribton, the leader of the bar practising at these sessions, and his esteemed friend. All who knew Mr. Ribton regarded him as an excellent man, and a most able and eloquent advocate. Mr. Besley, on behalf of the bar, expressed his concurrence in what the assistant-judge had said.

Mr. HAROLD ARTHUR SILVESTER, solicitor, of Beverley, died on the 3rd inst. Mr. Silvester was born in 1851. He was admitted a solicitor in 1876, having been articled to his father, Mr. Henry Edward Silvester, with whom he was for several years in partnership. He was clerk to the East Riding Commission of Sewers, and solicitor to the Beverley, Market Weighton, and Pocklington Railway Co., and he had an extensive private practice. Mr. Silvester was a magistrate for the borough of Beverley. He was buried at Beverley on the 6th inst.

APPOINTMENTS.

Mr. EDWARD LOWTHER BAKER, solicitor (of the firm of Arnold, Essell, & Baker), of Rochester, has been appointed Clerk to the County Magistrates at Rochester, in succession to Mr. George Henry Knight, resigned. Mr. Baker was admitted a solicitor in 1880.

Mr. AUGUSTUS ALFRED ARNOLD, solicitor (of the firm of Arnold, Essell, & Baker), of Rochester, has been appointed Chapter Clerk of Rochester Cathedral, in succession to Mr. George Henry Knight, resigned. Mr. Arnold was admitted a solicitor in 1856.

Mr. EDWARD UTTERMARE BULLEN, barrister, has been appointed Recorder of the borough of Southampton, in succession to the late Mr. Alfred Henry Stonhouse Vigor. Mr. Bullen is the eldest son of Mr. Edward Bullen, special pleader. He was called to the bar at the Middle Temple in Michaelmas Term, 1860. He is a member of the Western Circuit and a revising barrister. He has been recorder of Dartmouth since 1887.

Mr. AUGUSTINE BIRRELL, barrister, who has been elected M.P. for the Division of Fifehire in the Liberal interest, is the son of the Rev. Charles Mitchell Birrell, and was born in 1851. He was educated at Trinity Hall, Cambridge, where he graduated in the second class of the Law and History Tripos in 1872, and he was called to the bar at the Inner Temple in November, 1875. He practises in the Chancery Division, and in the Lancashire Chancery Court. Mr. Birrell is the author of "Obiter Dicta" and of other works.

Mr. ROBERT ARTHUR VALPY has been appointed a Revising Barrister. Mr. Valpy is the eldest son of Mr. Robert Harris Valpy, of Bath, and was born in 1844. He was educated at Harrow and at Exeter College, Oxford, where he graduated second class in Law and Modern History in 1868. He was called to the bar at the Inner Temple in Trinity Term, 1871, and he practises on the Western Circuit, and at the Somersetshire, Bath, and Bristol Sessions.

Mr. JOHN ELDON BANKES, barrister, has been appointed Standing Counsel to the Thames Conservancy Board. Mr. Bankes is the eldest son of Mr. John Scott Bankes, of Loughton Hall, Flintshire, and was born in 1854. He was educated at Eton and at University College, Oxford, where he graduated second class in Jurisprudence in 1876. He was called to the bar at the Inner Temple in November, 1878, and he practises on the North Wales and Chester Circuit.

Mr. PASQUALE MIFSUD, LL.D., has been appointed one of her Majesty's Judges for the Island of Malta.

Mr. JAMES PORTER, solicitor (of the firm of Jones & Porter), has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. ABRAHAM BROWN, solicitor (of the firm of Taylor & Brown), of Buxton and Chapel-le-Grith, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. ROWLAND VAUGHAN WILLIAMS, Q.C., has been elected a Bench of Lincoln's-inn.

Mr. EDWIN SIDNEY HARTLAND, solicitor (of the firm of Hartland & Isaac), of Swansea, Pontardulais, and Morristown, has been appointed Solicitor to the the Swansea School Board. Mr. Hartland was admitted a solicitor in 1870. He was till recently clerk of the Board.

Mr. PERCY EDWARD SANKEY, solicitor and notary, of Canterbury, Margate, and Ramsgate, has been appointed Deputy Clerk of the Peace for the city of Canterbury. Mr. Sankey is the son of Mr. Herbert Tritton Sankey, solicitor, clerk of the peace for Canterbury and Margate. He was admitted a solicitor in 1881.

Mr. JOHN STARKIE JACKSON, solicitor, of Carlisle, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. FRED. H. HARVEY-SAMUEL, solicitor, of Whittington House, 1, Whittington-avenue, Leadenhall-street, London, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. EDWARD LAWRENCE BOYER, solicitor, of No. 7, Moorgate-street, London, E.C., has been appointed Solicitor to the Worshipful Company of Coopers.

CHANGES IN PARTNERSHIPS.

DISSOLUTIONS.

EDWARD WRANGHAM BIRD, JAMES BANNER NEWTON, and JOSEPH RICHARDSON, solicitors (Laces, Bird, Newton, & Richardson), Liverpool. June 30. So far as regards the said James Banner Newton, who retires from the said firm.

THOMAS GOFFEY, JOHN WILLIAM NORTH, WILLIAM KIRK, and ALFRED CORNETT, solicitors, Liverpool. July 1. So far as regards Thomas Goffey, who retires.

FRANCIS DOBSON LOWNDES, FRANCIS ARTHUR LOWNDES, EDWARD LEWIS LLOYD, and CHARLES HENRY HILTON, solicitors (Lowndes, Son, Lloyd, & Hilton), Liverpool. June 30. As to the said Francis Arthur Lowndes.

EDWARD SWIFT and HENRY ASHINGTON, solicitors (Swift & Ashington), Sheffield. June 30. [Gazette, July 5.]

GENERAL.

On Tuesday the Royal Assent was given by Commission to the Coal Duties (London) Abolition Bill.

A congratulatory address was recently presented to the Chief Justice of Bengal on behalf of the native community on his recovery from a serious illness. Sir Comer Petheram expressed his grateful appreciation of the good wishes and sympathy of the native community.

Messrs. Edwin Fox & Bousfield on Wednesday sold the mountain of Snowdon, containing 1,500 acres, for £5,750 to Mr. Perks, of Lombard-street, who said he was buying for a client. On Wednesday next the same auctioneers will sell, at the Mart, an adventurer's freehold share in the New River. No whole share has ever been offered for sale before. The most recent sale of a part of a share was at a rate equal to about £100,000 per whole share.

In *Wilds v. Brunswick & W. R. Co.* (Georgia Supreme Court), says the *Albany Law Journal*, an action for negligent killing of plaintiff's husband, it appeared that he was full of whisky "and a supper of beans and greens," and undertook to walk on the railway. Chief Justice Bleckley observes: "The homicide occurred at night, several hundred yards from any public crossing, and the only reason why there was any such unfortunate calamity was that the company and the deceased were both attempting to use the track at the same time. The company had a right to its use; the deceased had none."

On Tuesday last in the House of Commons Mr. Darling asked the Attorney-General whether his attention had been called to the case of *Blankens v. Eikan*, heard in the Queen's Bench Division on Tuesday last, being an application for a new trial in an action tried in the Sheriff's Court in the City of London before Mr. Commissioner Kerr, and

to the following words used by the Lord Chief Justice of England:—"Lord Coleridge said he had to repeat in this case what he had had occasion to observe before—that the judge refused to obey the law as to sending signed notes of the evidence taken before him, and thus inflicted on suitors serious injury. In the present case the non-suit must be set aside and a new trial directed"; by whom Mr. Kerr was appointed judge; and what means there might be of securing that he should conform to the law. The Attorney-General said:—"I believe that the report of the language used by the Lord Chief Justice is substantially correct. I am informed, however, that the facts were not correctly stated to the court, and, unfortunately, the counsel for the plaintiff who had been present at the trial before Mr. Commissioner Kerr was unable to attend in the Court of Queen's Bench on the occasion in question. The document produced to the court was not a copy of any notes taken by the learned judge, and, as stated in the affidavit subsequently filed by the learned judge, in which statement he is confirmed by the counsel for the plaintiff, no application was made to him to take notes. Upon the facts it is clear that Mr. Commissioner Kerr in no way refused to obey the law. He was appointed in 1859 by the Corporation."

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON				
Date.	APPEAL COURT No. 2.	Mr. Justice KAY.	Mr. Justice CHITTY.	Mr. Justice KEKEWICH.
Monday, July	15 Mr. Ward	Mr. Carrington	Mr. Clowes	
Tuesday	16 Pemberton	Jackson	Koe	
Wednesday	17 Ward	Carrington	Clowes	
Thursday	18 Pemberton	Jackson	Koe	
Friday	19 Ward	Carrington	Clowes	
Saturday	20 Pemberton	Jackson	Koe	
	Mr. Justice NORTH.	Mr. Justice STIRLING.	Mr. Justice KEKEWICH.	
Monday, July	15 Mr. Leach	Mr. Godfrey	Mr. Lavie	
Tuesday	16 Beal	Rolt	Pugh	
Wednesday	17 Leach	Godfrey	Lavie	
Thursday	18 Beal	Rolt	Pugh	
Friday	19 Leach	Godfrey	Lavie	
Saturday	20 Beal	Rolt	Pugh	

WINDING UP NOTICES.

London Gazette.—FRIDAY, July 5.
JOINT STOCK COMPANIES.
LIMITED IN CHANCERY.

ARTHUR DASHWOOD & Co., LIMITED—Peta for winding up, presented July 5, directed to be heard before Stirling, J., on July 13. Fuller, Coleman st., solor for petner
F. ALLEN, LIMITED—Stirling, J., has fixed July 15, at 12, at his chambers, for the appointment of an official liquidator
NEW TELEPHONE CO., LIMITED—By an order made by Stirling, J., dated June 1, it was ordered that the voluntary winding up of the company be continued.
Renshaw, Suffolk lane, Cannon st., solors for company

FRIENDLY SOCIETIES DISSOLVED.

GRAND LODGE OF UNITED BROTHERS, Victoria Inn, Guest st., Birmingham, July 1
MERTHYR VALE COLLIERY WORKING MEN'S SICK AND ACCIDENTAL FUND FRIENDLY SOCIETY, Aberfan Hotel, Merthyr Tydfil, Glamorgan June 27
NEW ROAD INDEPENDENT SUNDAY SCHOOL SICK AND BURIAL SOCIETY, New rd Schools, Bury, Lancaster July 1
STOKE CLIMSLAND BENEVOLENT SOCIETY, Half Moon Inn, Stoke, Stoke Climsland, Callington, Cornwall July 2

SUSPENDED FOR THREE MONTHS.

ROCK CROSS FRIENDLY BENEFIT SOCIETY, Rock Cross Inn, Rock, Bewdley, Worcester July 3
SANCTUARY TOWNSEND'S PRIDE, Shepherds Friendly Society, White Hart Tavern, Clifton st., Finsbury July 3
SIR COLIN CAMPBELL LODGE, Odd Fellows Friendly Society, Crown Inn, Rochdale rd, Bury, Lancaster July 3

London Gazette.—TUESDAY, July 9.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

DRY DOCKS CORPORATION OF LONDON, LIMITED—Creditors are required, on or before Aug 19, to send their names and addresses, and the particulars of their debts or claims, to Alexander Young, 41, Coleman st. Monday, Oct 23, at 12.30, is appointed for hearing and adjudicating upon the debts and claims
F. ALLEN, LIMITED—By an order made by Stirling, J., dated June 22, it was ordered that the company be wound up Smith & Co., Aldermanbury, solors for petners
HENRY POUND, SON, & HUTCHINS, LIMITED—Kay, J., has, by an order dated June 4, appointed Algernon Osmond Miles, 28, King st, Cheapside, to be official liquidator
LA TRINIDAD, LIMITED—North, J., has fixed Thursday, July 18, at 1, at his chambers, for the appointment of an official liquidator
LUTHER HANSON & Co., LIMITED—By an order made by North, J., dated July 1, it was ordered that the company be wound up Burn & Berridge, Old Broad st, agents for FARTAT, solor for petner
MARLBOROUGH GAS CO., LIMITED—Peta for winding up, presented July 3, directed to be heard before Chitty, J., on Saturday, July 20. Maples & Co., Frederick's place, Old Jewry, agents for Scott & Cooper, Hull, solors for petners
NATIONAL PURE WATER ENGINEERING CO., LIMITED—Stirling, J., has fixed July 18, at 12, at his chambers for the appointment of an official liquidator

COUNTY PALATINE OF LANCASTER.

LIMITED IN CHANCERY.

AINSWORTH BROTHERS AND Co (CLITHEROE) LIMITED—Peta for winding up, presented July 3, directed to be heard before the Vice-Chancellor, at St George's Hall, Liverpool, on July 18, at 11. Rycroft, Manchester, solor for the petner

CREDITORS' NOTICES.
UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, July 2.

DARKEN, JAMES, Norwich, Pianoforte Manufacturer. Aug 1. Harvard v Darken, Kay, J. Bolingbroke, Norwich

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, June 28.

AIREY, LIONEL WALTER GEORGE TALBOT, Upper Berkeley st, Portman sq, Gent. July 31. Crawley & Co, Whitehall pl
BLYTH, THOMAS, Saltley, nr Birmingham, Maltster. June 29. Jacques & Co, Birmingham
CASEY, Rev WILLIAM JOSEPH, St Chad's, Manchester. July 29. Dixon, Manchester
CATER, GEORGE, Leighton rd, Kentish Town, Esq. Aug 6. Watson, Southampton bldgs, Chancery lane
CHAPPEL, MARY ANN, South Molton, Devon, Hairdresser. July 9. Hole, Minehead, Somerset
CLEGG, THOMAS, Oswaldtwistle, Lancs, Contractor. July 31. Reddish, Blackburn
COCKING, JOHN, Liverpool, Gent. Aug 1. Smith & Son, Liverpool
COOKE, FRANCES ISABELLA, Winchester. July 31. Elwes & Sharpe, Furnival's inn
COOKE, FRANCES JUDITH, Winchester. July 31. Elwes & Sharpe, Furnival's inn, Holborn
DAVIS, WILLIAM HENRY, Anley rd, Shepherd's bush, Gent. Aug 10. Hyde & Co, Ely pl, Holborn
DAWNAY, Hon GUY OUTHBERT, Bookham Grove, Surrey. July 25. Hanbury & Co, New Broad st
ENGLISH, CHARLOTTE, Clifton, Bristol. Aug 10. Baker & Langworthy, Bristol
GARDINER, JOHN, Halebank, nr Widnes, Lancs, Grocer. Aug 31. Husband, Widnes
HALLOWS, GEORGE, Reedham, Norfolk, Gent. Aug 1. Miller & Co, Norwich
JONES, ARTHUR MOWBRAY, Clifton, Bristol. July 20. A. G. & N. G. Heavens, Bristol
LUFTON, WILLIAM, Gateacre, nr Liverpool, Gent. Aug 1. Smith & Son, Liverpool
MADDOCK, JANE, Great Sutton, Cheshire. August 1. Moss & Sharpe, Chester
MASON, THOMAS, South Stockport, Hat Manufacturer. July 31. Lambert, Manchester
PEABBSALL, ABEL, Birmingham, Jeweller. August 1. Green & Jolly, Birmingham
PIERCE, SARAH PERING, Albion rd, Holloway. July 31. Elliott & Son, Verulam bldgs, Gray's inn
PUZEY, ARTHUR ROBERT, Manchester, Major in the Royal Engineers. August 2. Lewin & Co, Southampton st, Strand
QUARTERMAINE, ELLA, Anerley, Surrey. July 27. Lawrance & Co, Jewry chambers
RAYNOR, GEORGE, Maldon, Essex, Clerk in Holy Orders. August 3. Paine & Co, St Helen's place
REHVE, RICHARD, Nortoft Gulesborough, Northampton, Postmaster. August 10. Mount & Son, Gracechurch st
RIDING, EDWARD, Oswaldtwistle, Lancs, Licensed Victualler. July 31. Reddish, Blackburn
ROACH, ELIZABETH, Stuart rd, Devonport. Aug 25. Shelly & Johns, Plymouth
SAVAGE, PHILIP CHARLES COFFIN, Rue Tronchet, Paris, Retired Colonel in H. M. Army. July 31. Savage, Fairfield, Bury rd, Gosport, Hants
SCARLETT, Lieut. Col. LEOPOLD JAMES YORKE CAMPBELL, Lausanne, Switzerland. July 14. Withall & Co, Gt George st, Westminster
SHORT, GEORGE, Windsor, Dyer. Aug 10. Darvill & Last, Windsor
SMITH, EDWARD TAYLOR, Lanchester, Durham, Esq., J. P. Aug 28. Harting & Co, Lincoln's inn fields
SPINBUVY, SAMUEL, Reading, Esq., J. P. Aug 1. Beale & Martin, Reading
SQUIRE, BETSY, Ramsgate. July 31. Betteley, Finsbury circus
STRONG, JOHN, Openshaw, nr Manchester, Pawnbroker. Aug 1. Sutton & Co, Manchester
THOMAS, EDWARD, Worcester, Licensed Victualler. July 30. Droaper, Worcester
TURNER, JOHN, Eastbourne, Gent. Aug 1. Lewis & Holman, Lewes
VICKERS, JOHN, Doe Royd, Ecclesfield, Yorks, Farmer. Aug 10. Vickers & Co, Sheffield
WHITAKER, JOHN PENSON, Huyton, Lancs, Gent. Aug 6. Radcliffe & M. Smith, Liverpool
WHITE, WILLIAM, South Cerney, Glos, Gent. Aug 15. Mullings & Co, Cirencester
WHITGRAVE, ROSINA, Trebovir rd, Earl's Court. Aug 28. Harting & Co, Lincoln's inn fields
WHITWORTH, JOHN, Milsrow, Lancs, Fuller. Aug 1. Wiles, Rochdale
WILLIAMS, JANE, Wyke Regis, Dorset. Aug 8. Andrews & Co, Weymouth
WILMOT, SAMUEL CHARLES, Fairford, Gloucester, Solicitor. July 31. Taylor & Co, Furnival's inn
WILSON, EDWARD GREENWOOD, Great Horton, Bradford, formerly Journeyman Slater. Aug 12. Rawnsley & Peacock, Bradford
WOOD, SARAH, Market Weighton, Yorks. Sept 28. Kirkpatrick, Market Weighton
WOODS, GEORGE, Sefton, nr Liverpool, Farmer. Aug 1. Bartlett & Atkinson, Liverpool
YONGE, REGINALD, Liverpool, Clerk in Holy Orders. Aug 31. Husband, Widnes

London Gazette.—TUESDAY, July 2.

ATCHELNEY, DAVID FRANCIS, Marton Hall, Salop, Esq., J. P. and D. L. Sept 20. Ashton & Woods, Warrington
BAGLEY, CHARLES FOTHERLEY, Victoria rd, Clapham, Manufacturer. August 31. Timbrell & Deighton, King William st
BANKS, MARY, Aberford, Yorks. August 1. Lumb & Bailey, Leeds
BECKETT, GEORGE, Riversdale rd, Highbury New Park, Gent. July 30. Beuchcroft & Co, Theobalds rd
BOUGHTON, EDMUND, Egbaston, Warwick, Esq., J. P. August 15. Saunders & Co, Birmingham
BOWDEN, SARAH, Emeraldale rd, Bermondsey. July 29. Oldmae & Clabburn, Old St. Jean's inn, Chancery lane
BRANSON, WILHELMINA JANE, Tavistock rd, Westbourne park. August 6. Keen & Co, Knightbridge
BROWN, Rev GEORGE, Redmarshall, Durham. August 1. Watson & Co, Stockton on Tees
COLLISON, ANNA MARIA, Weston super Mare, Somerset. July 23. Davies, Weston super Mare
DAWES, GEORGE, Denby Iron Works, Derby, Esq. Aug 31. Fisher, Doncaster
DOWSETT, MARY ANN, Hastings. Aug 17. Jones & Glenister, Hastings

EMERY, SUSANNA ISABELLA. Aug 10. Lydall
FEATHERSTONE, JOHN, Falsgrave, Scarborough, Tanner. July 31. Woodall & Bedwell, Scarborough
FIELDING, JOHN, Cadley, Fulwood, nr Preston, Gent. Aug 5. Clarke, Preston
FIRTH, THOMAS, Thorner, Yorks, Farmer. Aug 1. Lumb & Bailey, Leeds
GOSLET, EDWARD MAYNARD, Colby, Norfolk, Clerk in Holy Orders. July 29. Further, Gray's inn sq
GRAY, CHARLES, Hastings. Aug 17. Jones & Glenister, Hastings
HARGREAVES, JONAS, Pudsey, Yorks, General Dealer. July 19. Newell, Bradford and Pudsey
HEATH, ANN, Catford, Kent. Aug 6. Burroughs & Bisdoo, Forest hill
HEATH, GEORGE JAMES, Catford, Kent, Horse Dealer. Aug 6. Burroughs & Bisdoo, Forest hill
HEMMAIS, WILLIAM, Winscombe, Somerset, Farmer. July 27. Smith & Sons, Weston super Mare
HEMINGS, SAMUEL, King's Heath, Worcester, Wood Turner. Aug 15. Saunders & Co, Birmingham
HETWORTH, JOSEPH, Salford, Licensed Victualler. Aug 1. Needham & Co, Manchester
JONES, ARTHUR O'BRIEN, Epsom, Surgeon. Aug 10. Burch & Co, Spring grdns
KAY, WILLIAM SPENCER, Bury, Gent. July 27. Haslam, Bolton
KENCH, THOMAS, Sympton, nr Fenny Stratford, Bucks. Aug 17. Francis, Carey st, Chancery lane
LESSIMORE, SAMUEL, Colchester, Builder. Aug 2. White, Colchester
MARTIN, THOMAS POWNEY, St Albans, Esq. Aug 2. Pownall & Co, Staple inn
MCUREA, FREDERICK GOWER, Avenue des Sycamores, Auteuil, Paris, Esq. Aug 1. Jenkyn, Lincoln's inn fields
MELLOR, JOHN, Ilkley, Yorks, Gent. July 20. Fawcett & Co, Shipley
MOORE, JOHN, Lee, Kent, Gent. Aug 1. Adcock, Circus pl, Finsbury circas

BANKRUPTCY NOTICES.

London Gazette—FRIDAY, July 5.

RECEIVING ORDERS.

BAKER, JOHN, Sheffield, Rivet Manufacturer Shetfield Pet July 3 Ord July 3
BARON, JOHN MORRIS, Reading, Jeweller Reading Pet July 2 Ord July 2
BECK, JOHN ASHTON, Raskelf, Yorks, late Grocer York Pet July 1 Ord July 2
BONNARD, ALFRED HENRY, late Poultry, Financial Agent High Court Pet May 27 Ord July 2
BOOTH, EMUND, Bradford, Potato Salesman Bradford Pet July 1 Ord July 1
BOWMAN, GUSTAVE, late Blunton rd, Clapton, Manufacturer High Court Pet June 17 Ord July 2
BRADBURY, EDWARD, Nottingham, Builder Nottingham Pet July 1 Ord July 1
BURNS, JOHN, Chilton Trinity, Somersetshire, Dairyman Bridgwater Pet June 24 Ord July 2
CAER, W. RIDLEY, Torrington sq, Gent High Court Pet June 6 Ord July 1
CATTON, SAMUEL KILPIN, Old Kent rd, Draper High Court Pet June 13 Ord July 1
CHAPPELL, WILLIAM, and HAMILTON SABINE PASLEY, late Garlick hill, Printers High Court Pet May 7 Ord July 1
CHATE, WILLIAM, Brighton, Dairyman Brighton Pet July 2 Ord July 2
CLAYTON, JOSEPH, Buntingford, Herts, Draper Cambridge Pet July 1 Ord July 1
COATES, FRANCIS WALTER ELLIS, late of Ramsgate, Surgeon High Court Pet June 4 Ord July 1
COMPTON, PRECY, late Macleis rd, West Kensington, Comedian High Court Pet June 7 Ord July 1
COOK, ALFRED, Ipswich, Musical Instrument Dealer Ipswich Pet July 3 Ord July 3
CORDINGLEY, CHARLES, The Grove, Hammersmith, Printer High Court Pet July 3 Ord July 3
ELPHICK, EDENEZER, St Leonards on Sea, Commercial Traveller Hastings Pet July 1 Ord July 1
EVANS, CHARLES, Stamford, Lincs, Fruiterer Peterborough Pet July 3 Ord July 3
FEARN, JOHN, Nottingham, Hosiery Nottingham Pet July 1 Ord July 1
GIBSON, FREDERICK, Fleetwood, Lancs, Chemist Preston Pet July 3 Ord July 3
GREGOR, EMILY A., Salford, Tea Merchant Salford Pet June 17 Ord July 1
GREGORY, JOHN ABRAHAM THOMPSON, Manchester, Licensed Victualler Manchester Pet July 1 Ord July 1
HARDMAN, WILLIAM, and MATTHEW GUTHRIE, Farnworth, Lancs, Engineers Bolton Pet June 21 Ord July 2
HARRALL, JAMES MAYNARD, jun, Liverpool, Furniture Dealer Liverpool Pet June 25 Ord July 2
HAWKINS, JOHN, New Cross rd, Provision Merchant High Court Pet July 3 Ord July 3
HEALING, WILLIAM, Norton, Glos, Farmer Gloucester Pet July 2 Ord July 2
HOPKINS, JOSEPH, Stratford upon Avon, Brewer's Clerk Warwick Pet June 29 Ord June 29
HUDSON, WILLIAM, Thornton, nr Bradford, formerly Furniture Dealer Bradford Pet July 1 Ord July 1
ISAAC, RICHARD, Talliesin, Llanycyneil, Cardiganshire, Mason Aberystwyth Pet July 1 Ord July 1
JOHNS, ALFRED JAMES, Cliphstone st, Gt Portland st, Coffee House Manager High Court Pet June 29 Ord July 1
JOHNSON, THOMAS, Castle Donington, Leices, Farrier Leicester Pet July 1 Ord July 1
JONES, FREDERICK WILLIAM, Shrewsbury, Butcher Shrewsbury Pet June 2 Ord June 2
JONES, HENRY, Ruardean, Glos, Shoemaker Hereford Pet June 29 Ord June 29
JURE, CHARLOTTE, Keddington House, nr Howden, Yorks, Widow Kingston on Hull Pet July 1 Ord July 1

MUNDAY, SARAH, Queen's rd, Peckham. Aug 1. Tippets & Son, Maiden lane, Queen st, Cheapside
PERKINS, EDWARD, Leeds, Brass Maker. Aug 6. Peckover, Leeds
PERRY, HERBERT, Cranwick rd, Stamford Hill, Root Salesman. July 26. Rush-ton, Chatteris, Cambs
POTTER, STEPHEN, Moseley, Worcs, Gent. Aug 8. Cottrell & Son, Birmingham
PAYOR, ELEANOR, Weston, Herts. July 13. Veasey, Baldock
RAWLINGS, ANN, Compton Bassett, Wilts. July 27. Henly, Calce
REES, GEORGE OWEN, Gloucester Gardens, Hyde Park, M.D. August 1. Mander & Watson, New sq, Lincoln's inn
SATTERTHWAITE, WILLIAM, Sawrey, Hawshhead, Lancs, Gent. August 6. Hockin & Co, Manchester
SHELEY, ELIZABETH, Monte Carlo, Monaco. August 15. Barnard & Taylor, Lincoln's inn fields
STRINGFELLOW, JANE, Gee Cross, nr Hyde, Cheshire. July 25. Crofton & Craven, Manchester
STRINGFELLOW, JOHN, Choriton on Medlock, Manchester, Gent. July 25. Crofton & Craven, Manchester
WALKWRIGHT, GEORGE, Liverpool, Boiler Maker. August 14. Quiggin & Brothers, Liverpool
WALL, GEORGE PEXTON, St Paul's, Bristol, Beer House Keeper. July 20. Osborne & Co, Bristol
WHEELER, PORTIA, Worcester Park, Surrey. August 2. Lawrance & Co, Old Jewry chmbrs

WARNING TO INTENDING HOUSE PURCHASERS & LESSEES.—Before purchasing or renting a house have the Sanitary arrangements thoroughly examined by an expert from The Sanitary Engineering & Ventilation Co., 65, late 115, Victoria-st., Westminster (Estab. 1875), who also undertake the Ventilation of Offices, &c.—[ADVT.]

KEMP, R.T., Aldermanbury, Agent High Court Pet June 24 Ord July 1
LIFE, JAMES THOMAS, Newmarket, Draper Cambridge Pet June 21 Ord July 1
LIGHTFOOT, THOMAS CHRISTOPHER, South Stockton, Yorks, Watchman Stockton on Tees Pet July 2 Ord July 2
LOCKWOOD, JOSEPH RAYNER, Leeds, Engineer Leeds Pet July 1 Ord July 1
MANTON, THOMAS, Leicester, Refreshment House Keeper Leicester Pet July 1 Ord July 1
MILLS, GEORGE EPOCH, Chesterton, Cambs, Builder Cambridge Pet July 1 Ord July 1
MOODY, GEORGE MAW, Whittington, nr Lichfield, Wheelwright Walsall Pet July 1 Ord July 1
NOBLE, DAVID, Pottton, Beds, Grocer Bedford Pet July 1 Ord July 1
NOYES, ALBERT, Marlborough, Wilts, Baker Swindon Pet July 2 Ord July 2
PARKER, WILLIAM, Debenham, Suffolk, Saddler Ipswich Pet July 1 Ord July 1
PETSCH, FELIX, FELIX DOERING, and MAX WAGNER, Aldermanbury, Merchants High Court Pet May 30 Pet July 3
PILCHER, WILLIAM, Ramsgate, Baker Canterbury Pet July 1 Ord July 1
READ, EDMUND JOHN, Melcombe Regis, Dorset, Jeweller Dorchester Pet July 3 Ord July 3
ROULEDGE, JAMES, Frinton, Cumberland, Grocer Whitehaven Pet July 3 Ord July 3
SCHMITZ, HENRY, Walnut Tree walk, Lambeth, Baker High Court Pet July 1 Ord July 1
SCOTT, WALTER, and ARTHUR ARCHIBALD SCOTT, Rotherham, Builders Sheffield Pet July 2 Ord July 2
SHAGRAVE, WILLIAM, jun, Carlton, Notts, Baker Nottingham Pet July 3 Ord July 3
SIMMONDS, FRANK FREDERICK, East Grinstead, Sussex, Coachbuilder Tunbridge Wells Pet July 2 Ord July 2
SMITH, ALFRED WILLIS, Chesterton, Cambs, General Merchant's Assistant Cambridge Pet July 3 Ord July 3
TARRANT, GEORGE DANIEL, Faringdon, Berks, Farmer Swindon Pet June 1 Ord July 1
WALLADOB, GEORGE, Wellington, Salop, Haulier Madeley Pet July 3 Ord July 3
WESTON, HENRY ROBERT AMBROSE, JAMES SETH WESTON, and BYRON ALBERT WESTON, Hornsey rd, Bakers High Court Pet July 3 Ord July 3

FIRST MEETINGS.

ALLAN, ALFRED, Edmonton, Builder July 12 at 11 Cannon st Hotel
BALL, EDMUND ROBERT, Blandford, Dorset, Fishmonger July 13 at 11 Off Rec, Salisbury
BARRETT, WILLIAM HENRY, jun, Gt Yarmouth, Draper July 13 at 12 Off Rec, 8, King st, Norwich
BECK, JOHN ASHTON, Raskelf, Yorks, late Grocer July 17 at 11:15 Off Rec, 23, Stonegate, York
BERKHAM, JAMES, New Uice, Lincs, Fisherman July 17 at 11 Off Rec, 3, Haven st, Gt Grimsby
BOOTH, EDMUND, Bradford, Potato Salesman July 15 at 11 Off Rec, 31, Manor row, Bradford
BRICKLAND, WALTER, Abingdon, Berks, China Merchant July 13 at 3:30 1, St Aldates, Oxford
BRIDGWATER, JAMES, Oxford, Builder June 15 at 12 1, St Aldates, Oxford
BUBSTON, JOHN, Chilton Trinity, Somerset, Dairyman July 13 at 11:30 Bristol Arms Hotel, Bridgwater
CLAYTON, JOSEPH, Buntingford, Herts, Draper July 16 at 12:45 Bankruptcy bldgs, Portugal st, Lincoln's inn
COOK, ALFRED, Ipswich, Musical Instrument Dealer July 12 at 12 Off Rec, Ipswich
FENTON, JOSEPH, and CHARLES WILLIAM QUICK, Little Pulteney st, Soho, Hardwal Workers July 18 at 11 33, Carey st, Lincoln's inn

FENWICK, WILLIAM, Romford rd, Forest Gate, Plumber July 18 at 12 33, Carey st, Lincoln's inn
GILLION, DAVID, Gawthorpe, Dewsbury, Grocer July 12 at 3 Off Rec, Bank chmbrs, Bailey
GREGOR, EMILY A., Salford, Tea Merchant July 16 at 3 Off Rec, Ogden's chmbrs, Bridge st, Manchester
GRIFFITHS, WILLIAM, Penberlybach, Llandyfrog, Cardiganshire, Farrier July 12 at 2 Off Rec, 11 Quay st, Carmarthen
HALES, J. A., Chancery lane, Solicitor July 17 at 11 33, Carey st, Lincoln's inn
HARRIS, FANNY, Goswold, Euston rd, Pastry Cook July 19 at 11 Bankruptcy bldgs, Lincoln's inn fields
HESKETH, WILLIAM, Manchester, Corn Merchant July 12 at 11:30 Off Rec, Ogden's chmbrs, Bridge st, Manchester
HILL, ALFRED, Hart st, Covent Garden, Commission Salesman July 16 at 11 33, Carey st, Lincoln's inn fields
HILL, FREDERICK COWDEROY, Leyton, Essex July 17 at 11 33, Carey st, Lincoln's inn fields
HOWARD, CUTHBERT, Blackley, nr Manchester, Piano Dealer July 12 at 12 Off Rec, Ogden's chmbrs, Bridge st, Manchester
HUDSON, WILLIAM, Thornton, nr Bradford, formerly Furniture Dealer July 15 at 12 Off Rec, 31, Manor row, Bradford
HUSSEY, RALPH, Pity Me, Darham, Blacksmith July 23 at 4 Three Tuns Hotel, Darham
JOHNSON, THOMAS, Castle Donington, Leics, Farrier July 15 at 3 Off Rec, 25, Friar lane, Leicester
JONES, FREDERICK WILLIAM, Shrewsbury, Butcher July 15 at 10:45 Law Society's Rooms, Shrewsbury
KING, JOHN, Glastonbury, Somerset, Hay Cutter July 21 at 1 Off Rec, Bank chmbrs, Bristol
LEADBETTER, JAMES, Broseley, Salop, Blacksmith July 17 at 11:10 County Court Office, Madeley
LIFE, JAMES THOMAS, Newmarket, Draper July 16 at 12 Bankruptcy bldgs, Portugal st, Lincoln's inn fields
LINDSAY, JAMES JOHN, Mile End rd, Cheesemonger July 16 at 2:30 33, Carey st, Lincoln's inn fields
LOWE, WALTER, Sneyton, Nottingham July 15 at 12 Off Rec, 1, High pavement, Nottingham
MANTON, THOMAS, Leicester, Refreshment House Keeper July 15 at 12:30 Off Rec, 25, Friar lane, Leicester
MARTIN, BENJAMIN, East Greenwich, Baker July 12 at 3 119, Victoria st, Westminster
METIVIER, JOHN JAMES, King st, Hammersmith, Timber Merchant July 12 at 2:30 33, Carey st, Lincoln's inn
NICHOLSON, JOHN, Liverpool, Ship Store Dealer July 15 at 3 Off Rec, 35, Victoria st, Liverpool
NOYES, ALBERT, Marlborough, Wilts, Baker July 16 at 3 Castle and Ball Hotel, Marlborough
PARKER, WILLIAM, Debenham, Suffolk, Saddler July 12 at 11:30 Off Rec, Ipswich
PILCHER, WILLIAM, Ramsgate, Baker July 12 at 9:30 Off Rec, 5, Castle st, Canterbury
ROWS, RICHARD, Brooklynn rd, Shepherd's Bush, Gent July 17 at 11 Bankruptcy bldgs, Portugal st, Lincoln's inn
SMITH, ALFRED WILLIS, Chesterton, Cambs, General Merchant's Assistant July 16 at 1 Bankruptcy bldgs, Portugal st, Lincoln's inn fields
STYKES, MARY JANE, Doncaster, Timber Merchant July 16 at 12:30 Guildhall, Doncaster
TARRANT, GEORGE DANIEL, Faringdon, Berks, Farmer July 15 at 11 Crown Hotel, Faringdon
THACKER, GEORGE FREDERICK, Nuneaton, Cabinet Maker July 12 at 11 Off Rec, 17, Hertford st, Coventry
TOOTH, A., Warton rd, Queen's pk July 16 at 1 33, Carey st, Lincoln's inn fields

TRENCHARD, HENRY MONTAGUE, Taunton, Somerset, Solicitor July 12 at 11 Mr Hammett's, 54, North st, Taunton
 WARNES, THOMAS DAWSON, Palling next the Sea, Norfolk, Miller July 13 at 1 Off Rec, 8, King st, Norwich
 WHITAKER, JAMES, Millshaw, Beeston, Leeds, Grocer July 15 at 11 Off Rec, 22, Park row, Leeds
 WRIGHT, DAVID HENRY, Copenhagen st, Islington, Oilman July 16 at 11 Bankruptcy bldgs, Portugal st, Lincoln's inn fields
 YOUNG, JOHN, Leadenhall st, Steamship Owner July 16 at 12 Bankruptcy bldgs, Portugal st, Lincoln's inn fields

ADJUDICATIONS.

BAKER, JOHN, Sheffield, Rivet Manufacturer Sheffield Pet July 2 Ord July 3
 BECK, JOHN ASHTON, Raskelf, Yorks, late Grocer York Pet July 2 Ord July 2
 BOOTH, EDMUND, Bradford, Potato Salesman Bradford Pet July 15 Ord July 1
 BRADBURY, EDWARD, Nottingham, Builder Nottingham Pet July 1 Ord July 1
 BRIGGWATER, JAMES, Oxford, Builder Oxford Pet June 29 Ord July 2
 CARD, HERBERT, Birmingham, formerly Confectioner Birmingham Receiving order made under sec 103 Ord July 3
 CLAYTON, JOSEPH, Rantingford, Herts, Draper Cambridge Pet July 1 Ord July 2
 COFFACK, THOMAS, Chester, Carter Chester Pet June 11 Ord July 2
 DAVIES, ROBERT, Llanddulas, Denbighshire, Grocer Bangor Pet June 27 Ord July 2
 ELDON, WILLIAM, East Pauley, nr Christchurch, Hants, Dairyman Poole Pet May 28 Ord July 1
 EVANS, CHARLES Stamford, Lines, Fruiterer Peterborough Pet July 2 Ord July 3
 FEARN, JOHN, Nottingham, Hosier Nottingham Pet July 1 Ord July 1
 FENWICK, WILLIAM, Romford rd, Forest Gate, Plumber High Court Pet June 14 Ord July 2
 FRANCOMBE, GEORGE FREDERICK, Kingswood Hill, nr Bristol, Grocer Bristol Pet June 26 Ord July 3
 GIBBS, EMMA, Great Yarmouth, Coal Merchant Great Yarmouth Pet June 28 Ord July 1
 GIBSON, FREDERICK, Fleetwood, Lancs, Chemist Preston Pet July 5 Ord July 3
 GREGORY, JOHN ABRAHAM THOMPSON, Manchester, Licensed Victualler Manchester Pet July 1 Ord July 1
 GRIFFITHS, WILLIAM, Penbelybach, Llandyfriog, Cardiganshire, Farmer Carmarthen Pet June 10 Ord July 3
 GRIGG, SAMUEL, Church row, Limehouse, Shirt Manufacturer High Court Pet June 6 Ord July 2
 HAUXWELL, HENRY FRANCIS, Hove, Sussex, Tutor Brighton Pet June 22 Ord June 29
 HEALING, WILLIAM, Norton, Glos, Farmer Gloucester Pet July 2 Ord July 2
 HUDSON, HENRY, Dewsbury, Mill Operative Kingston upon Hull Pet June 15 Ord July 2
 HUDSON, WILLIAM, Thornton, nr Bradford, formerly Furniture Dealer Bradford Pet July 1 Ord July 1
 HUDSPETH, RALPH, Pity Me, Durham, Blacksmith Durham Pet June 21 Ord July 2
 ISAAC, RICHARD, Taliesin, Llancynfelin, Cardiganshire, Mason Aberystwith Pet July 1 Ord July 1
 JOHNS, ALFRED JAMES, Clipstone st, Gt Portland st, Coffee House Manager High Court Pet June 29 Ord July 1
 JONES, FREDERICK WILLIAM, Shrewsbury, Butcher Shrewsbury Pet June 29 Ord July 2
 JONES, HENRY, Ruarden, Glos, Shoemaker Hereford Pet June 29 Ord June 29
 JORDAN, HENRY, Fords Grove Farm, Winchmore Hill, Farmer Edmonton Pet June 17 Ord July 2
 LEE, JAMES THOMAS, Newmarket, Draper, Cambridge Pet June 20 Ord July 3
 LIGHTFOOT, THOMAS CHRISTOPHER, South Stockton, Yorks, Watchman Stockton on Tees Pet July 2 Ord July 2
 LOCKWOOD, JOSEPH RAYNER, Leeds, Engineer Leeds Pet July 1 Ord July 1
 MACKENZIE, THEODORE, late of Maidenhead, Berks High Court Pet Feb 14 Ord June 28
 MILLARD, ARTHUR CHARLES, Bath, Beerhouse Keeper Bath Pet June 3 Ord June 27
 MOODY, GEORGE MAW, Whittington, nr Lichfield, Wheelwright Walsall Pet July 1 Ord July 1
 NICHOLSON, JOHN, Liverpool, Ship Store Dealer Liverpool Pet June 7 Ord July 2
 NOBLE, DAVID, Potton, Beds, Grocer Bedford Pet July 1 Ord July 1
 NOYES, ALBERT, Marlborough, Wilts, Baker Swindon Pet July 2 Ord July 2
 PARKER, AENEAS JAMES, Crescent lane, Clapham Common, Coal Merchant Wandsworth Pet June 28 Ord July 1
 PILCHER, WILLIAM, Ramsgate, Baker Canterbury Pet July 1 Ord July 1
 RIDD, THOMAS, Bradford, Pilton, Devon, Farmer Barnstaple Pet May 35 Ord July 1
 SCOTT, WALTER, and ARTHUR ARCHIBALD SCOTT, Rotherham, Builders Sheffield Pet July 1 Ord July 2
 SEAGRAVE, WILLIAM, jun, Carlton, Notts, Baker Nottingham Pet July 3 Ord July 3
 SMITH, ALFRED WILLIS, Chesterton, Cambs, General Merchant's Assistant Cambridge Pet July 3 Pet July 3
 TARRANT, GEORGE DANIEL, Faringdon, Berks, Farmer Swindon Pet May 31 Ord July 3

The following amended notice is substituted for that published in the London Gazette of June 15.

REYNOLDS, HENRY, Burnham, Somerset, Wine Merchant Bridgewater Pet April 30 Ord June 15

The following amended notice is substituted for that published in the London Gazette of June 28.

COCKLE, —, St John's rd, Deptford, of no occupation Greenwich Pet May 21 Ord June 27

London Gazette.—TUESDAY, July 9.

RECEIVING ORDERS.

ADAMS, WILLIAM HENRY, Rochdale, Glass Dealer Oldham Pet July 4 Ord July 4
 BERRY, FRED VIVIAN, Swindon, Wilts, Tobaccoist Swindon Pet July 6 Ord July 6
 BOUSTRED, WILLIAM, Pontesbury, Salop, Auctioneer Shrewsbury Pet July 6 Ord July 6
 CLIFFE, JOSEPH, and JAMES THOMAS GILLIES, Manchester, Coal Merchants Manchester Pet July 3 Ord July 3
 COLLIER, WALTER DUDLEY, Newcastle on Tyne, Waterproof Cover Manufacturer Newcastle on Tyne Pet July 5 Ord July 5
 DAVIES, CHARLES EDWARD, Rusholme, Manchester, Patentee Manchester Pet June 5 Ord July 5
 DAWBURN, ROBERT, March, Cambs, Solicitor Peterborough Pet July 5 Ord July 5
 EDWARDS, JOHN, and DAVID EDWARDS, Treherbert, Glam, Builders Pontypridd Pet July 3 Ord July 3
 EPPS, WILLIAM JAMES, Maidstone, Carpenter Maidstone Pet July 5 Ord July 5
 EVANS, WILLIAM, Bettws y Coed, Carnarvonshire, Builder Portmaeloc and Blaerau Festiniog Pet July 5 Ord July 5
 FIFE, JONATHAN, Ashford, Kent, Baker Canterbury Pet July 5 Ord July 5
 HAKIN, PHRIZ MERVAN, Nutfield, Surrey High Court Pet June 15 Ord July 5
 HAWLEY, CHARLES, Sheffield, Glass Merchant Sheffield Pet July 5 Ord July 5
 HOLDEN, JOHN THOMAS ALFRED, late of Acton, Dentist High Court Pet June 6 Ord July 5
 HUBBARD, WILLIAM, Edmund place, Aldersgate st High Court Pet June 15 Ord July 5
 JACKSON, DUNCAN, Landport, Confectioner Portsmouth Pet July 2 Ord July 2
 KNOWLES, FREDERICK JOHN, Peel Causeway, nr Bowdon, Cheshire, Gent Manchester Pet March 5 Ord July 5
 LANE, EDWIN, Bristol, Fruiterer Bristol Pet July 5 Ord July 5
 LUMB, GEORGE, Halifax, Engineers' Tool Maker Halifax Pet July 5 Ord July 5
 MERRICK, JOHN WILLIAM, Landport, Baker Portsmouth Pet July 5 Ord July 5
 NEALE, FRANCIS WILLIAM, Bradford, Staymaker Bradford Pet July 4 Ord July 4
 PARSONS, WALTER CHARLES, Southampton, Grocer Southampton Pet July 6 Ord July 6
 PHIPPS, Usher Houghton, Bolingbroke Market, Northcote rd, Battersea rise, Bookseller Wandsworth Pet July 4 Ord July 4
 RANDALL, ALBERT EDWARD, St Leonard's on Sea, Bootmaker Hastings Pet July 5 Ord July 5
 REEVES, JOHN, The Nurseries, Acton, Nurseryman High Court Pet July 2 Ord July 2
 ROSE, FREDERICK WILLIAM, and EDWARD BUTLER, Tanners Hill, Deptford, Licensed Victuallers Greenwich Pet July 1 Ord July 1
 ROSSER, JENKIN, Neath, Glam, Potato Merchant Neath Pet July 5 Ord July 5
 SANBY, SAMUEL DENMAN, Luton, Beds, Hotel Keeper Luton Pet July 5 Ord July 5
 SCHARKEFF, C. F., Gt Winchester st, Commission Agent High Court Pet May 1 Ord July 4
 SCHOFIELD, THOMAS, and THOMAS ASHWORTH, Manchester, Grey Cloth Manufacturers Manchester Pet May 31 Ord July 5
 SHACKLETON, JOHN COLLIER, Botolph lane, Merchant High Court Pet July 5 Ord July 5
 STARR, JOHN, Macclesfield, Licensed Victualler Macclesfield Pet July 4 Ord July 4
 SYMES, WILLIAM SANDHAM, Chesterfield, Derbyshire, Doctor of Medicine Chesterfield Pet June 17 Ord July 4
 TERRY, EDWARD MERCER, Luton, Kent, Butcher Rochester Pet July 4 Ord July 4
 THOMAS, LEWIS, Northwich, Clothier Nantwich and Crewe Pet June 18 Ord July 4
 THOMAS, JANE, The Railway Arches, Bateman's row, Shoreditch, Carman High Court Pet July 6 Ord July 6
 TOLKIN, CHARLOTTE, HENRY MONTKITH TOLKIN, and WILLIAM BRINDLEY AUGUSTUS TOLKIN, Oxford st, Piano-forte Manufacturers High Court Pet June 14 Ord July 4
 TURLEY, JOSEPH HENRY, South Shields, Auctioneer Newcastle on Tyne Pet June 22 Ord July 4
 WESTBURY, JEREMIAH, Gt Grimsby, Master of Fishing Vessel Gt Grimsby Pet July 5 Ord July 5
 WILLIAMS, MORGAN, Incline Top, nr Quakers yard, Morbyr Tydd, Labourer Morbyr Tydd Pet July 3 Ord July 3
 WRIGHT, GEORGE JELF FRANCIS, Birmingham, Fruiterer Birmingham Pet July 6 Ord July 6

The following amended notice is substituted for that published in the London Gazette of July 2.

RANDELL, HENRY, Alderhot, Ironmonger Guildford and Godalming Pet June 18 Ord June 29

FIRST MEETINGS.

ADAMS, WILLIAM HENRY, Rochdale, Glass Dealer July 18 at 2.30 Townhall, Rochdale
 ARTER, THOMAS ROBERT, Cable st, Shaftwell, Grocer July 17 at 11 Bankruptcy bldgs, Lincoln's inn
 AIRDOWN, HORACE, Oxford, Grocer July 17 at 12, 8t Aldates, Oxford

BERRY, FRED VIVIAN, Swindon, Wilts, Tobaccoist July 16 at 11.30 Off Rec, 32, High st, Swindon
 BINGHAM, CHARLES WILLIAM, and EDWARD MATTHEWS, St John's ter, Dawes rd, Fulham, Confectioners July 15 at 11 Bankruptcy bldgs, Lincoln's inn
 BLUMSON, JOSEPH, Green st, Bethnal Green, Boot Maker July 19 at 12 Bankruptcy bldgs, Lincoln's inn
 BOWES, RICHARD TAYLOR, Walsall, Electro Plater July 17 at 10.15 Off Rec, Walsall
 BRADBURY, EDWARD, Nottingham, Builder July 16 at 11 Off Rec, 1, High pavement, Nottingham
 CATTON, SAMUEL KILPIN, Old Kent rd, Draper July 18 at 2.30 Bankruptcy bldgs, Lincoln's inn
 CHAPMAN, THOMAS, Staines, Grocer July 16 at 11 Cannon st Hotel
 CHATE, WILLIAM, Brighton, Dairyman July 16 at 12 Off Rec, 4, Pavilion bldgs, Brighton
 COLLIER, WALTER DUDLEY, Newcastle on Tyne, Waterproof Cover Manufacturer July 20 at 10.30 Off Rec, Pink lane, Newcastle on Tyne
 CORDINGLEY, CHARLES, The Grove, Hammersmith, Printer July 18 at 12 Bankruptcy bldgs, Lincoln's inn
 DAVIES, ROBERT, Llanddulas, Denbigh, Grocer July 17 at 2.30 Bankruptcy Office, Crypt chhrs, Chester
 DEACON, GEORGE, Luton, Beds, Straw Hat Manufacturer July 17 at 11 Off Rec, Park st West, Luton
 DUBOSKI, ISHER, and HARRY DUBOSKI, Wentworth st, Whitechapel, Grocers July 19 at 2.30 33, Carey st, Lincoln's inn
 EASTWOOD, F, Bishopsgate st Within, Solicitor July 23 at 11 33, Carey st, Lincoln's inn
 ELPHICK, EBENEZER, St Leonards on Sea, Commercial Traveller July 15 at 2 Young & Son, Bank bldgs, Hastings
 EPPS, WILLIAM JAMES, Maidstone, Carpenter July 23 at 3 Off Rec, Week st, Maidstone
 EVANS, CHARLES, Stamford, Lines, Fruiterer July 31 at 12 Law Courts, New rd, Peterborough
 FEARN, JOHN, Nottingham, Hosier July 16 at 12 Off Rec, 1, High pavement, Nottingham
 GARRETT, EDMUND, Burrad st, West Hampstead, Builder July 24 at 12 33, Carey st, Lincoln's inn
 GIBSON, FREDERICK, Fleetwood, Lancs, Chemist July 19 at 2 Off Rec, 1, Chapel st, Preston
 GOTTO, BRAMSTON, York rd, N, Army Contractor July 19 at 12 Bankruptcy bldgs, Portugal st, Lincoln's inn fields
 GREGORY, JOHN ABRAHAM THOMPSON, Manchester, Licensed Victualler July 16 at 11.30 Off Rec, Ogden's chhrs, Bridge st, Manchester
 HARDMAN, WILLIAM, and MATTHEW GUTHRIE, Farnworth, Lancs, Engineers July 16 at 11 16, Wood st, Bolton
 HASSALL, JAMES MAYBANK, jun, Liverpool, Furniture Dealer July 18 at 3 Off Rec, 35, Victoria st, Liverpool
 HEALING, WILLIAM, Norton, Glos, Farmer July 16 at 12 Off Rec, 15, King st, Gloucester
 HENMAN, FREDERICK ALFRED, High st, Camden Town, China Merchant July 23 at 12 33, Carey st, Lincoln's inn fields
 HINDS, FRANCIS HENRY, Craven st, Strand, Retired Colonel July 23 at 2.30 33, Carey st, Lincoln's inn fields
 HOPKINS, JOSEPH, Stratford upon Avon, formerly Brewer's Clerk July 19 at 11 Off Rec, 17, Hertford st, Coventry
 HUDSON, HENRY, Dewsbury, Yorks, Mill Operative July 16 at 11 Off Rec, Trinity House lane, Hull
 HYAMS, HENRY, New rd, Whitechapel, Tutor July 24 at 11 33, Carey st, Lincoln's inn fields
 INGRAM, ARTHUR, Ilford, Essex, Butcher July 16 at 12 Shirehall, Chelmsford
 ISAAC, RICHARD, Taliesin, Llancynfelin, Cardigan, Mason July 18 at 12.15 Townhall, Aberystwith
 JACKSON, DUNCAN, Landport, Confectioner July 16 at 12 166, Queen st, Portsea
 JORDAN, HENRY, Ford's grove Farm, Winchmore Hill, Farmer July 17 at 11 No. 16 Room, 30 and 31, St Swithin's lane
 LAYLAND, HENRY, Draper's gdns, Throgmorton st, Stockbroker July 17 at 2.30 33, Carey st, Lincoln's inn fields
 LEAFE, JOHN LENG, Gt Grimsby, Grocer July 17 at 11.30 Off Rec, 3, Haven st, Gt Grimsby
 LOCKWOOD, JOSEPH RAYNER, Leeds, Engineer July 17 at 11 Off Rec, 22, Park row, Leeds
 LUMB, GEORGE, Halifax, Engineers' Tool Maker July 19 at 3 Off Rec, Halifax
 MASON, EDWIN, Walsall, Currier July 17 at 10.45 Off Rec, Walsall
 MILLS, GEORGE ETCHES, Chesterton, Cambs, Builder July 22 at 12 Off Rec, 5, Petty Curry, Cambridge
 MOODY, GEORGE MAW, Whittington, nr Lichfield, Wheelwright Aug 1 at 11.15 Off Rec, Walsall
 NEALE, FRANCIS WILLIAM, Bradford, Stay Maker July 18 at 11 Off Rec, 31, Manor row, Bradford
 NOBLE, DAVID, Potton, Beds, Grocer July 18 at 11 8, St Paul's sq, Bedford
 NORTH, R. E., Hatton grdn, Diamond Merchant July 19 at 19 33, Carey st, Lincoln's inn fields
 PORTELLA, JOAQUIN, New Oxford st, Clerk July 18 at 2.30 33, Carey st, Lincoln's inn
 PRESS, WALTER, Biggleswade, Beds, Draper July 19 at 4 8, St Paul's sq, Bedford
 READ, EDMUND JOHN, Melecombe Regis, Dorset, 24 at 11 33, Carey st, Lincoln's inn fields
 ROUTLEDGE, JAMES, Frinton, Cumb, Grocer July 18 at 3 47, Duke st, Whitehaven
 SANBY, SAMUEL DENMAN, Luton, Beds, Hotel Keeper July 17 at 3 Midland Hotel, Luton
 SEAGRAVE, WILLIAM, jun, Carlton, Notts, Baker July 17 at 11 Off Rec, 1, High pavement, Nottingham
 START, JOHN, Macclesfield, Licensed Victualler July

19 at 11 Off Rec, 23, King Edward st, Macclesfield
STODDART, JOSEPH, Manchester, Journalist July 16 at 12 Off Rec, Ogden's chmbrs, Bridge st, Manchester
SYMES, WILLIAM SANDHAM, Chesterfield, Derbyshire, Doctor of Medicine July 18 at 3 Off Rec, St James's chmbrs, Derby
TERRY, EDWARD MERCER, Luton, Kent, Butcher July 18 at 11 Off Rec, High st, Rochester
THOMAS, LEWIS, Northwich, Clothier July 17 at 12 Off Rec, Ogden's chmbrs, Bridge st, Manchester
TURLEY, JOSEPH HENRY, South Shields, Auctioneer June 18 at 2.30 Off Rec, Pink lane, Newcastle on Tyne
WALLADON, GEORGE, Wellington, Salop, Haulier July 17 at 1.30 County Court Office, Madeley
WALTON, AUGUSTUS, King st, Cheapside, Auctioneer July 18 at 12 Bankruptcy bldgs, Portugal st, Lincoln's inn fields
WARNE, JAMES RICHARD, Birmingham, Paper Merchant's Traveller July 17 at 11 25, Colmore row, Birmingham
WELSH, SIDNEY, Luton, Beds, Fish Salesman July 17 at 11 Off Rec, Park st West, Luton
WILLIAMS, PHILLIP, Hirkwall, nr Aberdare, Glam, Beerhouse Keeper July 18 at 2 Off Rec, Merthyr Tydfil
WILSON, THOMAS HENRY, Hornchurch, Essex, Grocer July 18 at 11.30 Shirehall, Chelmsford

ADJUDICATIONS.

BARON, JOHN MORRIS, Reading, Jeweller Reading Pet July 2 Ord July 5
BERRY, FRED VIVIAN, Swindon, Wilts, Tobaccoconist Swindon Pet July 6 Ord July 6
BLACKBURN, WILLIAM, Warley, nr Halifax, Gardener Halifax Pet June 28 Ord July 4
BOOTH, HERBERT, Sowerby Bridge, Yorks, Cotton Doubler Halifax Pet June 19 Ord July 4
BRADLEY, CHARLES PERCY, London rd, Sevenoaks, Draper Tunbridge Wells Pet June 17 Ord July 5
CHATE, WILLIAM, Brighton, Dairyman Brighton Pet July 2 Ord July 5
CLIFFE, JOSEPH, and JAMES THOMAS GILLIES, Manchester, Coal Merchants Manchester Pet July 3 Ord July 3
COATES, FRANCIS WALTER ELLIS, late of Ramsgate, Surgeon High Court Pet June 4 Ord July 6
COHEN, AARON ALFRED, Oxford gdns, Notting hill, House Furnisher High Court Pet May 28 Ord July 6
COOK, ALFRED, Ipswich, Musical Instrument Dealer Ipswich Pet July 2 Ord July 3
DEBENHAM, EDWIN, Huddersfield, Photographer Huddersfield Pet June 8 Ord July 3
EASTWOOD, F., Bishopsgate st Within, Solicitor High Court Pet Mar 6 Ord July 6
EPPS, WILLIAM JAMES, Maidstone, Carpenter Maidstone Pet July 3 Ord July 3
EVANS, WILLIAM, Bettws-y-Coed, Carnarvonshire, Builder Portmadoc and Blaenau Festiniog Pet July 5 Ord July 5
GHANT, JOHN C, St James's st, Pall Mall, Journalist High Court Pet May 11 Ord July 5
GREEN, ROSETTA, and MORETON JACOB GREEN, Edgware rd, Clothiers High Court Pet June 3 Ord July 6
HASSALL, JAMES MAYBANK, jun, Liverpool, Furniture Dealer Liverpool Pet June 25 Ord July 4
HAWKINS, JOHN, New Cross rd, Provision Merchant High Court Pet July 3 Ord July 6
HOPKINS, JOSEPH, Stratford upon Avon, formerly Brewer's Clerk Warwick Pet June 29 Ord July 4
HYMES, HENRY, New rd, Whitechapel, Tutor High Court Pet June 29 Ord July 6
JACKSON, DUNCAN, Landport, Confectioner Portsmouth Pet July 2 Ord July 2
JAMES, WILLIAM ARTHUR, Crickhowell, Brecknock, Draper Tredegar Pet June 11 Ord July 4
KING, JOHN, Glastonbury, Hay Cutter Wells Pet June 29 Ord July 3
MERCH, JOHN WILLIAM, Landport, Baker Portsmouth Pet July 5 Ord July 5
METIVIER, JOHN JAMES, King st, Hammersmith, Timber Merchant High Court Pet June 20 Ord July 3
MOORE, E. E., Mecklenburgh sq, Architect High Court Pet April 6 Ord July 4

NEALE, FRANCIS WILLIAM, Bradford, Staymaker Bradford Pet July 4 Ord July 4
PARKER, WILLIAM, Debenham, Suffolk, Saddler Ipswich Pet July 1 Ord July 1
PARKINSON, G. E., Abchurch lane, Financial Agent High Court Pet April 9 Ord July 3
PARSONS, WALTER CHARLES, Southampton, Grocer Southampton Pet July 6 Ord July 6
PEGG, FREDERICK PARKER, and EDWIN JOHN PEGG, Harlestone, Norfolk, Grocers Ipswich Pet June 8 Ord July 6
PRESS, WALTER, Biggleswade, Beds, Draper Bedford Pet June 28 Ord July 6
RANDALL, ALBERT EDWARD, St Leonards on Sea, Boot Maker Hastings Pet July 5 Ord July 5
ROBERTS, FRANK, Manchester, Auctioneer Manchester Pet May 13 Ord July 5
ROSE, FREDERICK WILLIAM, and EDWARD BUTLER, Tanners Hill, Deptford, Licensed Victuallers Greenwich Pet July 1 Ord July 4
ROSSEL, JENKINS, Neath, Glam, Potato Merchant Neath Pet July 5 Ord July 5
ROUTLEDGE, JAMES, Frinton, Cumb, Grocer Whitehaven Pet July 3 Ord July 4
SABRY, SAMUEL DEXMAN, Luton, Beds, Hotel Keeper Luton Pet July 5 Ord July 5
SHAW, LEAH, Wroth, nr Rotherham, formerly Grocer Halifax Pet June 28 Ord July 4
START, JOHN, Macclesfield, Licensed Victualler Macclesfield Pet July 4 Ord July 4
STENT, FRED, King William st, Civil Engineer High Court Pet June 13 Ord July 2
TERRY, EDWARD MERCER, Luton, Kent, Butcher Rochester Pet July 4 Ord July 4
THOMAS, JOHN, Holborn Viaduct, Commission Agent High Court Pet March 30 Ord July 4
THORNE, HENRY, Charendon rd, Notting Hill, Butcher High Court Pet June 25 Ord July 4
THORNTON, FRIED, Huddersfield, Cardmaker Huddersfield Pet June 7 Ord July 3
WALLADON, GEORGE, Wellington, Salop, Haulier Madeley, Salop Pet July 2 Ord July 2
WATSON, DENNIS LEE, Salford, Sack Merchant Salford Pet June 25 Ord July 5
WATSON, ROBERT, Dover, Gent High Court Pet May 15 Ord July 3
WESTERBY, JEREMIAH, Great Grimsby, Master of a Fishing Vessel Great Grimsby Pet July 5 Ord July 5
WILLIAMS, MORGAN, Incline Top, nr Quakers yard, Merthyr Tydfil, Labourer Merthyr Tydfil Pet July 3 Ord July 3
WOODMASS, WILLIAM, Harrogate, Grocer York Pet June 25 Ord July 5

All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer.

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HENRY GREEN, Advertisement Agent, begs to direct the attention of the Legal Profession to the advantages of his long experience of upwards of forty years, in the special insertion of all pro forma notices, &c., and hereby solicits their continued support.—N.B. One copy of advertisement only required, and the strictest care and promptitude assured. Official stamped forms for advertisement and file of "London Gazette" Sept. By appointment.

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After setting aside a reserve and a 6 per cent. preferential cumulative dividend, the PROFITS are divided between (a) Shareholders and (b) Customers, being Solicitors whose accounts amount to £100 per annum (less payments), until the

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In addition, LIBERAL DISCOUNTS are allowed, as shown in the Price List, and the Society supplies goods on account and without requiring payments before delivery.

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MR. WALTER KNIGHT is instructed to **SELL BY AUCTION**, at the **MASONS' HALL**, **Masons' Avenue**, on **WEDNESDAY, JULY 17, 1889**, at **ONE o'clock**, a **LEASE** for **50 years** at a low rent, together with the **Goodwill** and early possession, of the celebrated **GEORGE HOTEL**, situate at the corner of **Glengall and East Ferry Roads**, **Milwall Docks**, immediately opposite the **Milwall Dock Railway Station**, to and from which trains arrive and depart every 15 minutes, and in close proximity to many well-known shipbuilding, manufacturing, and mercantile establishments of the first order. The **Milwall Docks** are arranged to meet the enormous business of the corn and timber trades, thereby creating a demand for labour, a never-failing source for the maintenance and progress of the business of the locality. There is also a large population of well-paid employees, well housed and presenting an exceptional air of success. All goods are sold at full prices, and half-pints of malt liquors are served only in half-pint pots or glasses. The trade books may be seen, and cards to view obtained of the Auctioneer.

Particulars and conditions of sale may be had of **Messrs. Loxley & Morley, Solicitors**, 80, **Cheapside, E.C.**; at the place of sale; and at the offices, 104, **Great Russell-street, Bloomsbury**.

N.B.—Half the purchase-money can remain on mortgage at **£5 per cent.** for a term of years, at the option of the purchaser, as set out in particulars and conditions of sale.

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Only 16 miles from London, 1½ miles from Caterham, or 2½ miles from Meridian Station (S.E. Ry.), and two miles from Upper Warrington Station (Oxted Line, L.B. and S.C. Ry. and S.E. Ry.), with good train services to the City and West-end.

The pretty, old-fashioned **RESIDENCE**, **Fryerne**, with lodge, well-matured gardens, grounds with rookery, &c., commodious farm buildings, and meadow land of 67 acres.

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TWELVE FREEHOLD SITES, varying from one to 24 acres; Four Freehold and Two Leasehold Cottages, with large gardens. Also

The very complete **FREEHOLD FAMILY RESIDENCE**, **Daisy Farm**, with lawns, gardens, orchard, stabling, lodge, and 20 acres of undulating meadow and wood land, with possession, which

MESSRS. C. & F. RUTLEY are instructed to **SELL BY AUCTION**, in a **MARQUEE** on the Estate, on **SATURDAY AFTERNOON, JULY 27**, at **THREE**, by order of the Executors of the late **Mr. James Banks Taylor**. The land lies high, 500ft. above sea level, notably healthy, the subsoil chalk, admirably suited for small residential farms, within such easy distance of London.

Particulars, plans, and conditions of sale obtained of **Messrs. Simpson & Co., 6, Moorgate-street, E.C.**; of **Messrs. H. & H. Tod, 46, North Castle-street, Edinburgh**; and of **Messrs. C. & F. Rutley, 11, Dowgate-hill, E.C.**, or **Birchwood, Caterham**.

MESSRS. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER'S LIST of **ESTATES and HOUSES** to be **SOLD or LET**, including **Landed Estates, Town and Country Residences, Hunting and Shooting Quarters, Farms, Ground Rents, Rent Charges, House Property and Investments generally**, is published on the first day of each month, and may be obtained, free of charge, at their offices, 80, **Cheapside, E.C.**, or will be sent by post in return for two stamps.—Particulars for insertion should be received not later than four days previous to the end of the preceding month.

SALES BY AUCTION FOR THE YEAR 1889.

MESSRS. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER beg to announce that their **SALES of LANDED ESTATES, Investments, Town, Suburban, and Country Houses, Business Premises, Building Land, Ground Rents, Advowsons, Reversions, Stocks, Shares, and other Properties**, will be held at the **Auction Mart, Tokenhouse-yard, near the Bank of England, in the City of London**, as follows:—

Tues, July 16	Tues, Aug 13	Tues, Oct 22
Tues, July 23	Tues, Aug 20	Tues, Nov 5
Tues, July 30	Tues, Aug 27	Tues, Nov 19
Tues, Aug 6	Tues, Oct 8	Tues, Dec 3

Auctions can also be held on other days. In order to insure proper publicity, due notice should be given. The period between such notice and the proposed auction must considerably depend upon the nature of the property to be sold. A printed scale of terms can be had at 80, **Cheapside**, or will be forwarded. Telephone No. 1,503.

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For Investment or occupation.—A Freehold Estate of over 25 acres, charmingly situated on the main road, from which it is sheltered by well-grown trees, nine miles from London, about 1½ from Sudbury, and two miles from Harrow Station on the L. and N. W. R., and about 1½ miles from the Harrow Station of the Metropolitan Railway, comprising the commodious family residence known as **The Priory**, approached from the Harrow-road by a carriage drive, with lodge entrance, and surrounded by pleasure grounds and trees of great beauty; excellent stabling for nine horses, well-stocked kitchen gardens, large double conservatory, greenhouses, vinery, outbuildings, dairy, &c.; bailiff's residence of seven rooms, known as **Ivy Cottage**, laundry, ranges of farm buildings in excellent condition, orchard, and park-like meadow lands, four-roomed cottage with paddock and gardens. The property has very important frontages to two main roads, and offers great facilities for profitable investment and occupation, a large portion of the land being available for building purposes, without in any way trespassing on the privacy of the principal residence.

MESSRS. WM. GROGAN & BOYD are instructed to **OFFER for SALE BY AUCTION**, at the **MART, Tokenhouse-yard, Lothbury, E.C.**, on **WEDNESDAY, the 24th day of JULY, 1889**, at **TWO o'clock** precisely (unless previously disposed of by private treaty), the above **FREEHOLD ESTATE**, comprising in all an area of about 25a. 1r. 24p.

Particulars, with plans and conditions of sale, may be obtained of **Messrs. Freshfields & Williams, Solicitors**, 5, **Bank-buildings, E.C.**; at the **Mart, E.C.**; and, together with orders to view, of **Messrs. F. Vigers & Co., Land Agents and Surveyors**, 4, **Frederick's place, Old Jewry, E.C.**; and of the Auctioneers, 125, **Piccadilly, W.**

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Two Sets of Capital Freehold Chambers in New-square, close to the Law Courts and in the centre of the legal profession.—For Investment or Occupation.

MR. DAVID J. CHATTELL will **SELL BY AUCTION**, at the **MART, E.C.**, on **WEDNESDAY, the 17th of JULY, 1889**, at **ONE** precisely, the **TWO SETS of First-class FREEHOLD CHAMBERS**, being on the second and third floors of No. 3, **New-square, Lincoln's Inn**, adjoining the gateway entrance to **Carey-street**, and certain, from the unique position, to command large rentals from barristers, solicitors, and others. At present let on yearly tenancies at rentals amounting to £216 per annum. The property is subject to an annual rent charge of £2 to the Honourable Society of **Lincoln's Inn**.

May be viewed by permission of the tenants, and particulars and conditions of sale obtained at the **Mart**; of **Messrs. Lee & Pemberton, Solicitors**, 44, **Lincoln's Inn-fields**; and of the auctioneer, 29A (corner of), **Lincoln's Inn-fields**, and at **Chislehurst, Kent**.

Law Fire Insurance Shares.

MESSRS. EILOART will **SELL BY AUCTION**, at their **OFFICES**, on **TUESDAY, JULY 23**, at **TWO o'clock** precisely, **150 SHARES** in the above Society, in Lots of Five and Ten Shares each.

Full particulars of the Auctioneers, 40, **Chancery-lane, W.C.**

STIMSON'S LIST of PROPERTIES for **SALE** for the present month contains 1,000 investments and can be had free. Particulars inserted without charge. It is the recognized medium for selling or purchasing property by private contract.—**Mr. Brymner, Auctioneer, Surveyor and Valuer**, 3, **New Kent-road, S.E.**

MR. B. A. REEVES, LAND AGENT and SURVEYOR, LONSDALE CHAMBERS, 27, CHANCERY LANE, is prepared to conduct Sales of Freehold and Leasehold Properties by Auction on moderate terms. The Management of Property and Collection of Rents undertaken.

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MESSRS. JOHNSON & DYMOND beg to announce that their Sales by Auction of **Plate, Watches, Chains, Jewellery, Precious Stones, &c.**, are held on **Mondays, Wednesdays, Thursdays, and Fridays**. The attention of Solicitors, Executors, Trustees, and others is particularly called to this ready means for the disposal of Property of deceased and other clients.

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Sales of Furniture held at private houses. Valuations for Probate or Transfer. Terms on application to the City Auction Rooms (established 1793), 38 and 39, **Gracechurch-street, E.C.**

Messrs. Johnson & Dymond beg to notify that their Auction Sales of **Wearing Apparel, Piece Goods, Household and Office Furniture, Carpets, Bedding, &c.**, are held on each day of the week **Saturday** excepted.

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